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November 21, 2021

Docketing Division
Public Utilities Commission of Ohio
Rates & Analysis Department, Regulatory Utility Services Division
Utility Specialist - Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Case No. 21-1193-TP-ACE;
TRF 90-6452-TP-TRF

Re:

In the Matter of the Application of BARR TELL USA, LLC, for the Authority
to Provide Facilities-Based and Resold Local Exchange Services
throughout the State of Ohio.

Dear Madam/Sirs:

On Oct 28th, 2021, PUCO issued Certificate Number: 90-6452 pursuant to
Case Number 21-0970-TP-ACE for a Certificate of Public Utility and
Convenience. This certificate provided authority to provide Access and
transit telecommunications services.

This Case Number: 21-1193-TP-ACE is a new Application to expand the
scope of Barr Tell's services from the former Certificate.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold Barr", with a long, sweeping horizontal line extending to the right.

Harold Barr,
President
Direct Tel: 516 7080111
E-Mail: hb@barrtell.com

“Transcending the Telecom Bar”

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 04-01-2020)

Per the Commission's 5/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD

This form is intended to be used with most types of required filings. It provide check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in anyway.

In the Matter of the Application of **Barr Tell USA LLC**
Application for Authority to Provide Facilities-Based, Resold
Local and Interexchange Services throughout the State of Ohio

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)
)
)

TRF Docket No. **90-6452 TP-TRF**
Case No. **21-1193 TP-ACE**

NOTE: Unless you have reserved a Case #, leave
the "Case No." field BLANK.

Name of Registrant(s) **Barr Tell USA, LLC**

DBA(s) of Registrant(s) **Barr Tell USA**

Address of Registrant(s) **218 East Park Ave, Suite 522. Long Beach, NY 11561.**

Company Web Address **www.barrtell.com**

Regulatory Contact Person(s) **Harold Barr**

Office Phone **212-226-4420**

Fax **(212) 812-6405**

Regulatory Person's Email Address **hb@barrtell.com**

Contact Person for Annual Report **Harold Barr**

Harold Barr Phone:

Phone (8-01) 1 -

Consumer Contact Information **support@barrtell.com**

Consumer's Contact Phone:

Phone (866) 948-6216

Address (if different from above) **Same**

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Sections I and II are pursuant to Ohio Administrative Code (OAC) [4901:1-6](#).

Section III – Part I - Carrier to Carrier is pursuant to OAC [4901:1-7](#) and Pole Attachment to OAC [4901:1-3](#)

Section III – Part II - Wireless is pursuant to OAC [4901:1-6-24](#).

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see identified section of the Ohio Administrative Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at www.PUCO.ohio.gov under the docketing information system section (Procedural filing requirements), by calling the Docketing Division at 614-466-4095 or by visiting the Docketing Division at the offices of the PUCO.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits:

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s).
B	The tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section I – Part I - Common Filings:

Carrier Type: <input type="checkbox"/> Other (Explain below)	For Profit ILEC	Not for Profit ILEC	CLEC
Change terms & conditions of existing BLES.	<input type="checkbox"/> ATA 1-6-14(I)(2) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Introduce non-recurring charge, surcharge or fee to BLES	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)		<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(E) & (G) (0 day notice)	<input type="checkbox"/> TRF 1-6-14(E) (0 day notice)	<input type="checkbox"/> TRF 1-6-14(H) (0 day notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day notice)	
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day notice)
BLES withdrawal	<input type="checkbox"/> WBL 4927.10 (120 day notice)		<input type="checkbox"/> ZTA 1-6-25(B) (0 day notice)
Other (explain):			

*Other exhibits may be required under the applicable rule, see the 4901:106-14(E) Filing Requirements on the PUCO's webpage for a complete list of exhibits.

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 OAC

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Notice Sent:				

Section I – Part III – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> UNC (Non-Auto)

Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC

ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local Service	CESTC	CETC
<input type="checkbox"/> ACE 1-6-08 (Auto 30-day)*	<input type="checkbox"/> ACE 1-6-08 (Auto 30-day)*	<input type="checkbox"/> ACE 1-6-08 (Auto 30-day)*	<input type="checkbox"/> ACE 1-6-10 (Auto 30-day)	<input type="checkbox"/> UNC 1-6-09 (Non-Auto)*

*Supplemental forms can be found on the PUCO webpage – [Telecommunications application forms](#).

Section II – Part II – Change in Operation or Ownership

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
Abandon all services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of official name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Change in ownership *	<input type="checkbox"/> ACO 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Transfer certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
FCC Authorized Change in Ownership or Merger	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)

*Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR, and CIO applications see the [4901:1-6-29 Filing Requirements](#) on the PUCO webpage for a complete list of exhibits.

Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 days)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 days)
Request for arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change carrier to carrier tariffs	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Auto 30 days)	
Changes in rates, terms & conditions to pole attachments, conduit occupancy and rights of way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA 1-3-04 (Auto 60 days)	

Section III – Part II – Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	<input type="checkbox"/> RCC 1-6-24(B) (0 day notice)
Interconnection Agreement or amendment to an approved Agreement.	<input type="checkbox"/> NAG 1-7-07 (0 day notice)

*Change in Operations filing must be filed in the original RCC case designation code established during the registration process.

Section IV. – Attestation

Registrant hereby attests to its compliance with the pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules

I am an Officer of the applicant corporation, Barr Tell USA, LLC, and am authorized to make this statement on its behalf.
I am an officer/agent of the applicant corporation, _____, and am authorized to make this statement on its behalf.
Harold Barr _____

(Name)

Please check All that apply:

☒ I attest that these tariffs comply with all applicable rules for the State of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the State of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the State of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Ohio Adm. Code 4901:1-6-7.

☒ I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 21, 2021 at Long Beach, New York



11/21/2021

*Signature and Title

Date

*This affidavit is required for every tariff-affecting filing. It may be signed by counsel, an officer of the applicant or an authorized agent of the applicant.

VERIFICATION

I, **Harold Barr** verify I have utilized the Telecommunications Filing Form for the most proceedings provided by the Commission and that all of the information submitted here and all additional information in connection with this case, is true and correct to the best of my knowledge.



11/21/2021

*Signature and Title **Harold Barr, President**

Date

**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

File document electronically as directed in case number 06-900-AU-WVR
or

Send your completed Filing Form, including all required attachments as well as the required number of copies to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION
(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Barr Tell USA LLC)
to Application for Authority to Provide Facilities-Based)
and Resold Local and Interexchange Services)
throughout the State of Ohio)

Case No. 21 - 1193 - **TP** - ACE

Name of Registrant(s) Barr Tell USA LLC

DBA(s) of Registrant(s) Barr Tell USA LLC

Address of Registrant(s) 218 East Park Ave. Suite 522, Long Beach, NY 11561

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☒ Interexchange Tariff

☒ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

NOTE: All Facilities-Based carriers must file an Access Tariff

Description of Services

☒ Service provisioned via Resale

☒ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☐ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number N/A

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable



¹ Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
☒ interconnection agreement ☒ retail tariffs ☒ resale tariffs
- ☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☒ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers


- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☒ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: <https://puco.ohio.gov/wps/portal/gov/puco/utilities/telecom/resources/competitive-local-exchange-company-clec-exchange-listing-form>)
- ☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation Harold Barr
(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on Nov 21, 2021 at Long Beach, NY 11561

 President 11/21/2021
(Signature and Title) (Date)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

Company Name BARR TELL USA LLC

Company Address 218 EAST PARK AVE., SUITE 522, LONG BEACH, NY 11561-3521

Company Web Address WWW.bartell.com

Regulatory Contact Person Harold Barr Phone 516 708-0111 Fax 212 812-6405

Regulatory Contact Person's Email Address hb@bartell.com

Contact Person for Annual Report Harold Barr Phone 516 708-0111 Fax 212 812-6405

Consumer Contact Information Customer Support Phone 866-948-6216 Fax 212 812-6405

TRF Docket No. 90 - 6452 - TP-TRF

I. Company Type (Check all applicable):

☒ Non-BLES CLEC ☒ IXC ☐ Other (explain) _____

II. Services offered (Check all applicable):

- ☒ Toll services (intrastate)
- ☒ Local Exchange Service (i.e., residential or business bundles)
- ☐ Other (explain) _____

III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):

- ☒ Toll Presubscription
- ☒ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. – Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.
Barr Tell USA, LLC

I am an officer/agent of the carrier/telephone company, Harold Barr, and am authorized to make statements on it behalf.
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.



President

(Signature and Title)

Nov 21, 2021

(Date)

EXHIBIT LIST

EXHIBIT 1. **TARIFF**

EXHIBIT 1-a Local Exchange Tariff
EXHIBIT 1-b Carrier-to-Carrier (Access) Tariff

EXHIBIT 2 **DESCRIPTION OF SERVICES**

EXHIBIT 2-a How Service Provisioned
EXHIBIT 2-b Description of Proposed Services
EXHIBIT 2-c Statement about Provision of CTS Services
EXHIBIT 2-d Description of Proposed Market Area
EXHIBIT 2-e Explanation of How Proposed Market Area is in
Public Interest
EXHIBIT 2-f Description of Class of Customers Served

EXHIBIT 3 **BUSINESS REQUIREMENTS**

EXHIBIT 3-a Certification Ohio Secretary of State and Good
Standing Certificate
EXHIBIT 3-b Registration with Ohio Department of Taxation

EXHIBIT 4 **DOCUMENTATION ATTESTING TO FINANCIAL VIABILITY**

EXHIBIT 4-a Executive summary
EXHIBIT 4-b Pro Forma Income Statement and Projection

EXHIBIT 5 **MANAGERIAL ABILITY AND CORPORATE STRUCTURE**

EXHIBIT 5-a Technical and Managerial Expertise providing the
Curriculum Vitae of its Officers
EXHIBIT 5-b Corporate Structure and Ownership
EXHIBIT 5-c Similar Operations in Other States
EXHIBIT 5-d Verification Records Maintained in Accordance with
GAAP
EXHIBIT 5-e Compliance with Affiliate Transaction Requirements

EXHIBIT 6 DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CARRIERS

EXHIBIT 6-a Rate Derivation

EXHIBIT 6-b Explanation Service Areas Approved Interconnection or
Resale Agreement(s)

EXHIBIT 6-c Notarized Affidavit accompanied by bona fide letters
requesting a proposed negotiation timeline for
construction, interconnection, and offering of service to
customers.

**EXHIBIT 7 DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH
CUSTOMERS**

EXHIBIT 7-a Explanation of Required No Payment in Advance

EXHIBIT 7-b Description of Class of Customers

EXHIBIT 7-c Customer Application/Service Order Sample

EXHIBIT 7-d Disconnection Notice Template

EXHIBIT 7-e Letter of Authorization

EXHIBIT 8 List of Ohio ILEC Exchanges

(Cover sheet and attached Excel spread sheet of PMA)

**Case No. 21-1193-TP-ACE;
TRF: 90-6452-TP-TRF**

EXHIBIT 1(a)

LOCAL TARIFF

LOCAL EXCHANGE SERVICES TARIFF

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMPETITIVE LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF OHIO
PROVIDED BY
BARR TELL USA, LLC

PRINCIPLE OFFICE

Barr Tell's principle office in its serving territory is located at
218 East Park Ave., Suite 522
Long Beach, NY 11561.

This Tariff is available for public inspection at
the above address during regular business hours.

This tariff is compliance with Rule 4901:1-6, OAC.

LOCAL EXCHANGE SERVICES TARIFF

CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION		PAGE	REVISION
	Original	*		
2	Original	*		
3	Original	*		
4	Original	*		
5	Original	*		
6	Original	*		
7	Original	*		
8	Original	*		
9	Original	*		
10	Original	*		
11	Original	*		
12	Original	*		
13	Original	*		
14	Original	*		
15	Original	*		
16	Original	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		
21	Original	*		
22	Original	*		
23	Original	*		
24	Original	*		

LOCAL EXCHANGE SERVICES TARIFF

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SECTION 2-RULES AND REGULATIONS	8
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SECTION 4 - RATES AND CHARGES	23

LOCAL EXCHANGE SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14. 1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.1
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

LOCAL EXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (T) - To signify a change in text but no change in rate

LOCAL EXCHANGE SERVICES TARIFF

DEFINITIONS

Applicant - refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Business Hours - refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

Carrier, Company or Utility - refers to Barr Tell USA, LLC

Commission or PUCO - refers to the Public Utilities Commission of Ohio.

Completed call - is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

Customer - refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

Delinquent or Delinquency - refers to an account for which payment has not been paid in full on or before the last day for timely payment.

Grandfathered Service - applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

Local Access Transport Area ("LATA") - refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Nonrecurring Charges - refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

Non-Published or Unlisted Service - refers to service that is not accompanied by inclusion of the Subscribers name, address, or telephone number in a published directory or directory assistance data base.

Service - refers to any telecommunications service(s) provided by the Company under this tariff.

Subscriber - refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Station - refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Tariffs - refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 1 – APPLICATION OF TARIFF

- 1.1.1 This tariff governs the services provided by Barr Tell USA, LLC that originate and terminate within the State of Ohio. Specific services and rates are described elsewhere in this tariff. This tariff is effective only where an approved interconnection agreement exists with the incumbent LEC currently serving such area.
- 1.1.2 The Company installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customers agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business customers.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange services provided by the Company in the State of Ohio.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

- A. The payment of all applicable charges pursuant to this tariff.
- B. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- C. Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- D. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- E. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- F. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.2 Obligations of the Customer, (Cont'd.)

- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- A. Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that, customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- A. The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to the Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by the Company, shall not result in the imposition of any liability upon the Company.
- B. Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- C. The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. The Company will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than the Company, that furnishes services, facilities, or equipment used in connection with the Company's services or facilities.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

2.3.1 (Cont'd.)

- D. EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, THE COMPANY MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- E. IN NO EVENT SHALL THE COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).
- F. Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the courts responsibility to determine the validity of the exculpatory clauses.

2.3.2 Limitation of Liability

- A. Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or ceased.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service

2.4.1 Minimum Contract Period

- A. Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- B. Except as provided in A., the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- C. The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

- A. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- B. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
 - 1. The total costs of installing and removing such facilities; or
 - 2. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- C. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.4 Application for Service, (Cont'd.)

2.4.2 Cancellation of Service, (Cont'd.)

- D. The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- E. In the event that the Company plans to exit a current region, the Customer shall be provided with ninety (90) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.5 Payment for Service

2.5.1 The Company will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days from the postmark on the Bill (the "Due Date").

2.5.2 Payments are past due if not received by the Company by the Due Date. Bills not paid within forty (40) days of the Due Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment. Service will be disconnected, if payment has not been received within forty (40) days after the due date of the bill.

The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.3 The Company reserves the right to require from an applicant for service an advance payment as a means of compensation for extraordinary expense, including but not limited to special construction costs associated with a particular service installation.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 Late Payment Charges

Any amounts past due will be subject to a late payment charge accruing at the rate of 1 1/2 % per month until paid. There shall be no late payment charges on previously applied late payment charges and late payment charges should be applied without discrimination.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.6 Customer Complaints and Billing Disputes

- 2.6.1 In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim.
- 2.6.2 Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Public Utility Commission of Ohio. The complaint may be filed at the following address:

Service Monitoring and Enforcement Department
Public Utilities Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793

Toll Free Telephone: 1-800-686-7826
TTY Toll Free Telephone: 1-800-686-1570

From 8:00 AM to 5:30 PM (EST) Weekdays or at www.PUCO.ohio.gov.

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 1-877-742-5622
From 8:00 AM to 5:00 PM (EST) weekdays or at www.occ.ohio.gov.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.7 Allowance for Interruptions in Service

- 2.7.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company,
- 2.7.2 The Company shall allow for credits due to interruptions in exchange telephone service in accordance with O.A.C. 4901:1-6-12(C).

2.8 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements. All special customer arrangement contracts will be in writing and will be filed with the Commission.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.9 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.9.1 Disconnection of Service Without Notice

The Company shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if

- A. an emergency may threaten the health or safety of a person, or the Company's distribution system. If service is disconnected, the company shall act promptly to restore service as soon as possible;
- B. a customer's use of telecommunications equipment adversely affects the company's equipment, its service to others, or the safety of the company's employees or subscribers; or
- C. a customer tampers with facilities or equipment owned by the telecommunications provider.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.9 Disconnection and Termination of Service, (Cont'd.)

2.9.2 Disconnection of Service Requiring Notice, (Cont'd.)

Disconnection notices issued by the Company will inform the Customer facing local service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of local service. It must also inform the Customer of the Company's legal obligation to provide local only service to customers whose local service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

A. The Company may disconnect service for any of the following reasons, other than for non-payment, provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than thirty (30) days in which to remove the cause for disconnection:

1. Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for Violation of or non-compliance with the Company's tariffs on file with the Commission.
2. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
3. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
4. Failure to meet the utility's deposit and credit requirements.
5. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least seven (7) days notice, in which to make settlement before service is denied. Service will not be disconnected earlier than fourteen (14) days after the due date of the bill.
6. Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or right-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.9 Disconnection and Termination of Service, (Cont'd.)

2.9.2 Disconnection of Service Requiring Notice, (Cont'd.)

A. (Cont'd.)

7. Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 8 The acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.10 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.11 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.12 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.13 Overcharge/Undercharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer.

2.14 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 2 – RULES AND REGULATIONS, (CONT'D.)

2.15 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Local Exchange Service

3.1.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available. The Company offers services in the territories of AT&T of Ohio, Frontier North, Cincinnati Bell Telephone Company and United Telephone Company of Ohio d/b/a CenturyLink.

3.1.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service for social clubs (i.e. Elks, VFW, Eagles, etc.) will be considered business service.
- When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

3.2 Exchange Areas Served and Local Calling Areas

3.2.1 AT&T Ohio Exchanges - AT&T Ohio exchanges where the Company's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.2.2 Frontier North Exchanges - Frontier North exchanges where the Company's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.2.3 Cincinnati Bell Telephone Company Exchanges - Cincinnati Bell Telephone Company exchanges where the Company's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

3.2.4 United Telephone Company Exchanges - United Telephone Company exchanges where the Company's local exchange service is available and their associated local calling areas are specified below. NXX's associated with each particular exchange or zone may be found in the telephone directory published for the Customer's exchange area.

LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES

4.1 Local Exchange Service

4.1.1 Service Charges

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
First Measured Business Line or Trunk	\$25.25	\$59.48
Changes, Service Restoration To change class, type/grade of service		\$59.48
Restoral Charge	- -	\$59.48

LOCAL EXCHANGE SERVICES TARIFF

SECTION 4 – RATES AND CHARGES, (CONT'D.)

4.1 Local Exchange Service, (Cont'd.)

4.1.2 Local Usage Rates - Measured

The Customer is billed for usage based on the number, duration, distance, and time of day of the originating call. The rates set forth in this section apply to all direct dialed local calls. All calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.

Different rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	ALL DAY	ALL DAY	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

<u>Day</u>	<u>Per Minute</u>
First Minute	\$0.040
Additional	\$0.010
 <u>Evening</u>	
First Minute	\$0.028
Additional	\$0.0700
 <u>Night & Weekend</u>	
First Minute	\$0.016
Additional	\$0.004

EXHIBIT 1(b)
ACCESS TARIFF

TRF 90-6452-TP-TRF Pursuant to previous PUCO IXC certification

EXHIBIT 2

DESCRIPTION OF SERVICES

Exhibit 2-a How Service Provisioned

Exhibit 2-b Description of Proposed Services

Exhibit 2-c Statement about Provision of CTS Services

Exhibit 2-d Description of Proposed Market Area

Exhibit 2-e Explanation of How Proposed Market Area is in Public Interest

Exhibit 2-f Description of Class of Customers Served

2 (a) How Service Provisioned

Barr Tell USA LLC's service(s) will be provided via company's own facilities and those facilities leased from other carriers. Barr Tell USA's service will be provisioned by several means giving Barr Tell flexibility in initiating service to customers depending on mkt conditions

2 (b) Description of Proposed Services

Barr tell USA proposes to offer and provide facilities based and resold local exchange, exchange access, interexchange, dedicated transport, and other related retail and wholesale telecommunications services such as point to point private lines to business prospective customers within the State of Ohio using its own facilities and those services available from other facilities-based carriers. These supportive telecom offerings will be sold to business customers and other service providers

The Applicant's services will also include providing access to Numbering resources and the transport, termination and interconnection with the Public Switched Telephone Network of the related and associated services. The associated services will include access to emergency services (e911), operator services, directory assistance, Interexchange service(s) and other ancillary features that Barr T shall provide pursuant to all applicable statutes, rules and regulations.

2(c) Statement about Provision of CTS Services

Applicant will provide competitive telecommunications services.

2(d) Description of Proposed Market Area

The Applicant proposes to provide service in all areas in the State of Ohio that are currently serviced by each of the Incumbents

2(e) Explanation of How Proposed Market Area is in Public Interest

The provisioning of the proposed services by the Applicant is in the public interest because doing so enhances competition within the telecommunications industry by offering access and transit services expanding availability of competitive services in Ohio.

The Applicant intends to bring significant benefits to business customers by providing a high quality, unique set of communication services that provide multiple features assisting business to be more competitive.

In addition, our intrastate offering(s) will provide our business customers with access to the latest technologies and service choices. This will enable our customers to achieve increased efficiencies while benefiting from the cost savings

2(f) Description of Class of Customers Served

Barr Tell USA intends to provide wholesale local exchange and interexchange services to other telecommunications providers in the state of Ohio as well as to business customers. In addition, Barr Tell will also provide dedicated point - to -point and related retail services to enterprise and/or business customers.

Barr Tell will not have any residential relationships or direct individual subscriber customers in Ohio

EXHIBIT 3

OHIO BUSINESS REQUIREMENTS

Exhibit 3(a)	Certification Ohio Secretary of State as Company #4721747
Exhibit 3(b)	Certificate of Good Standing
Exhibit 3(c)	Registration with Ohio Department of Taxation



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
07/30/2021	202121003960	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

INCORP SERVICES, INC.
3773 HOWARD HUGHES PARKWAY
SUITE 500S
LAS VEGAS, NV 89169

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4721747

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
BARR TELL USA LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 07/29/2021

Document No(s):

202121003960



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
30th day of July, A.D. 2021.

Ohio Secretary of State

Form 533A Prescribed by:



Date Electronically Filed: 7/29/2021

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.govFile online or for more information: OhioBusinessCentral.gov

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$99
Form Must Be Typed

CHECK ONLY ONE (1) BOX

- (1) Articles of Organization for Domestic
☒ For-Profit Limited Liability Company
 (115-LCA)

- (2) Articles of Organization for Domestic
☐ Nonprofit Limited Liability Company
 (115-LCA)

Name of Limited Liability Company

(Name must include one of the following words or abbreviations:
 "limited liability company", "limited", "LLC", "L.L.C.", "Ltd.", or "Ltd".)

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the limited liability company
 begins upon the filing of the articles or on a later date
 specified that is not more than ninety days after filing.)

Optional: This limited liability company shall exist for

Period of Existence

Optional: Purpose

TELECOMMUNICATIONS

** Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. **

Original Appointment of Statutory Agent

The undersigned authorized member(s), manager(s) or representative(s) of

Barr Tell USA LLC

(Name of Limited Liability Company)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

INCORP SERVICES, INC.

(Name of Statutory Agent)

9435 WATERSTONE BOULEVARD SUITE 140

(Mailing Address)

CINCINNATI

(Mailing City)

OH

(Mailing State)

45249

(Mailing ZIP Code)

Acceptance of Appointment

The Undersigned, INCORP SERVICES, INC., named herein as the
(Name of Statutory Agent)

Statutory agent for Barr Tell USA LLC
(Name of Limited Liability Company)

hereby acknowledges and accepts the appointment of statutory agent for said limited liability company.

Statutory Agent Signature PATRICIA SILLYMAN ON BEHALF OF INCORP SERVICES, INC.
(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If the authorized representative is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the authorized representative is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

Signature

By (if applicable)
Print Name
Signature
By (if applicable)
Print Name
Signature
By (if applicable)
Print Name

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show BARR TELL USA LLC, an Ohio For Profit Limited Liability Company, Registration Number 4721747, was organized within the State of Ohio on July 29, 2021, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 8th day of September, A.D. 2021.*

A handwritten signature in blue ink, appearing to read "Frank LaRose", written in a cursive style.

Ohio Secretary of State

Validation Number: 202125102124



Department of
Taxation

REGISTRATION CONFIRMATION

PO Box 182215
Columbus, OH 43218-2215
Tax.ohio.gov

Barr Tell USA LLC
218 E Park Ave Ste 522
Long Beach, NY 11561-3521

September 17, 2021

RE: Account Type: Seller's Use Tax
Account Number: 99133539
Effective Date: 4/1/2022
Filing Frequency: Monthly
TIN: 90

Please verify that the information listed below is complete and accurate. If there are corrections and/or additions, please note them on this form and return it by mail to PO Box 182215, Columbus, OH 43218-2215 or fax to 1-614-387-2165. You may also contact us by telephone at 1-888-405-4089 or by email through our website at tax.ohio.gov.

Legal Name	Barr Tell USA LLC
FEIN/SSN	**-*5400

Filing periods are required to be filed electronically. You can file and pay your sales tax returns electronically through the Ohio Business Gateway at gateway.ohio.gov. Payments may be made directly from your bank account (electronic check) or by credit card.

The Ohio Department of Taxation must receive all returns and payments on or before the 23rd of the month following the end of the reporting period. Failure to file and pay taxes due in a timely manner may result in the loss of discount and the imposition of interest, penalties and/or additional charges. You must file a return even if you made no taxable sales for the filing period.

If you have any questions concerning your tax responsibilities or how to file your return(s), please contact us.

Taxpayer Services Division
Phone: 1-888-405-4089
Fax: 1-614-387-2165
TTY/TDD: 1-800-750-0750

Certificate of Registration
Ohio Department of Taxation
P.O. Box 182215, Columbus, OH 43218-2215

Barr Tell USA LLC
218 E Park Ave Ste 522
Long Beach, NY 11561-3521

License Type: SELLER'S USE TAX
Account Number: 99133539
Effective Date: 4/1/2022

This is to certify that the above registrant is authorized to make retail sales subject to taxes levied pursuant to Chapter 5741 of the Ohio Revised Code.

A new registration must be obtained if the business is sold or if the form of ownership changes. An ownership change includes, but is not limited to, incorporating a business, changing from a partnership to a sole proprietor, a sole proprietorship to a partnership, or any similar entity change.

Vendor's Guide to Ohio Sales and Use Tax

What Is Sales Tax?

Sales tax is a "trust" tax that must be collected on taxable retail sales to Ohio customers by all Ohio retailers and those out-of-state retailers that are registered with Ohio. It is called a "trust" tax because the consumer has entrusted this tax to retailers with the understanding that it will be reported and paid to the state of Ohio in a timely manner.

Types of Vendors' Licenses

To apply for any of the license types listed below, please visit the Ohio Business Gateway (OBG) at gateway.ohio.gov or for a paper application, the Ohio Department of Taxation's (ODT) Web site at tax.ohio.gov.

Regular County Vendor's License – This type of license is required by vendors making sales from a fixed place of business and vendors that make sales online or by catalog. Vendors of tangible personal property and certain services must have one regular vendor's license for each sales location. The application form is ST 1. Services requiring a regular vendor's license are as follows:

- Fabrication, installation, repair and/or storage of tangible personal property.
- Hotel or similar room rentals.
- Laundry and dry cleaning (excludes coin-operated machine sales).
- Personal care services, including skin care, application of cosmetics, manicures, pedicures, hair removal, tattoos, body piercing, tanning, massage and other similar services. It does not include hair care, cutting, coloring or style. **Note:** If no fixed place of business, these services require a transient vendor's license.
- Physical fitness facility service (membership fees and sales of tangible personal property).
- Recreation and sports club service (membership fees and sales of tangible personal property).
- Towing of motor vehicles, including those wrecked, disabled, or illegally parked.
- Washing (except coin-operated), cleaning, waxing, polishing or painting of motor vehicles.
- Transportation of persons within Ohio (except by public transit systems or commercial airlines).
- Landscaping, lawn care & snow removal services
- Building maintenance & janitorial services

Note: Services are taxed at the location where the customer receives the benefit or makes first use of the service.

Transient Vendor's License – This type of license is required when making sales from a non-fixed location such as a fair, an exhibition or a trade show, when the vendor travels to the customer's location to sell taxable items. These licenses are valid throughout Ohio and allow a vendor to make sales in all 88 counties in Ohio. The application form is ST 1T.

Filing Requirements

The Universal Sales Tax return (UST1) is used for all of the above licenses and must be electronically filed and paid by the due date. The filing frequency is determined by the ODT. Your frequency is stated on the Registration Confirmation notice and you will be informed in writing of any filing frequency changes.

Monthly Filers – The UST1 must be electronically filed and paid by the 23rd day of the month following the reporting period, for all tax collected during the preceding month. If the 23rd is on a weekend or holiday, the due date is the next business day.

Semi-annual Filers – Vendors and sellers whose tax liability is less than \$1,200 per six-month period may file and pay their sales taxes semi-annually. Such returns are due by the 23rd day of the month following the close of each semi-annual period for the tax collected during the preceding six-month period.

- Jan. 1 through June 30 – return and payment are due on or before July 23rd.

- July 1 through Dec. 31 – return and payment are due on or before Jan. 23rd.

Returns must still be filed even if no sales are made or no tax is due. Failing to file a return or remit tax due will result in fines, penalties and possibly criminal charges.

Ohio Tax Alerts – Vendors may sign up to receive tax alerts via e-mail for multiple tax types, including sales and use tax. These alerts include reminders of when semi-annual and monthly universal sales tax (UST1) returns and payments are due. These reminders can assist vendors in remitting timely returns and payments. This can be a very helpful service, as the ODT does not mail returns or information to new or existing vendors. To use this service, simply sign-up from our Web site at tax.ohio.gov.

Mandatory Electronic Filing

Each person holding a vendor's license, regardless of sales volume, is required to file a UST1 return electronically. ODT offers two ways to file a sales tax return electronically.

The Ohio Business Gateway – OBG allows taxpayers to electronically file their UST1 return and accepts electronic checks and credit cards for online payment and also allows taxpayers the option to pay with a paper check. To use this option, please visit gateway.ohio.gov and click on the "Login Now" or "Create an Account" link on the OBG home page.

TeleFile – Vendors with a regular (single) county vendor's license beginning with 01-88 may electronically file their UST1 returns over the phone through Ohio's TeleFile system. TeleFile users can remit payment by electronic check or credit card. To utilize the Ohio Telefile system, a vendor must have their vendor's license number and their two-digit TIN available. This information can be found on the Registration Confirmation issued when their vendor's license was activated. To use this option please call 1-800-697-0440.

Canceling a Vendor's License

If a vendor stops making taxable retail sales, a final UST1 must be filed and all taxes must be paid within 15 days of the final sale. Vendors must complete the space provided on the final UST1 indicating the last day of business. All electronic filing options, including OBG and TeleFile, allow a vendor to cancel their vendor's license when filing their final UST1. If you are a liquor permit holder, you cannot cancel the vendor's license until action has been taken on the liquor permit.

Are Vendors' Licenses Transferable?

Any change in ownership (sole proprietor to partnership, partnership to corporation, corporation to sole proprietor, partnership to sole proprietor, etc.) that requires the issuance of a new Federal Employer Identification Number (FEIN) requires a new license. A final UST1 return must be filed and all taxes paid within 15 days of the last day of business. Any change in location of a fixed place of business for a regular county vendor's license (beginning with 01-88) not within the same county, or if there is also a liquor permit, even within the same county, requires a new license, and a final UST1 return must be filed within 15 days of the last day of business for the preceding license. A change in location of a fixed place of business for a regular county vendor's license within the same county does not require a new license. However, you are required to complete form ST3 TL – Request for Transfer of Vendor's License. A change in the mailing address does not require a new license and can be requested by completing a ST 3C and can be found on ODT's Web site at tax.ohio.gov.

Determining Sales Tax Rates

Please visit the ODT Web site (tax.ohio.gov) or call the Business Taxpayer Services line (1-888-405-4039) for information on the tax rates and rules governing Ohio's sales and use tax. Sign up for Ohio Tax Alert and receive notification of tax rate changes. Sales and use tax rates for any address in Ohio can be verified by using The Finder, an online resource available at tax.ohio.gov.

Important Notes for Sales Tax

Nonprofit organizations exempt under section 501(c)(3) of the Internal Revenue Code that make retail sales no more than six days a year are not required to have a vendor's license or collect tax on those sales. If sales occur on more than six days, the organization must obtain a license and charge and remit tax. School-related, parent-teacher, and booster groups are exempt from registering and collecting the tax.

Sales Tax Exemptions – Blanket Exemption Certificate (STEC B)

– is used to purchase items exempt from sales tax with a valid reason for exemption (resale, agriculture, manufacturing, nonprofit, etc). The exemption form can be obtained from ODT's Web site at tax.ohio.gov. Promoters, organizers or owners of trade shows, fairs, flea markets, exhibitions or similar events where transient vendors make retail sales are required to maintain for at least four years and make available to the ODT records of the vendor's names, addresses, vendor's license numbers and types of goods sold.

What Is Use Tax?

Use tax is a tax on the storage, use or other consumption of tangible personal property and certain taxable services in Ohio. These include purchases made from both Ohio and out-of-state vendors. The tax is a complement to the Ohio sales tax. In general, if you have paid Ohio sales tax on purchases of certain items or certain taxable services, then you do not owe Ohio use tax. If you have not paid Ohio sales tax, then you have a responsibility to remit Ohio use tax directly to the ODT, unless there is an exception or exemption that applies to the transaction. Please refer to the ODT's Web site (tax.ohio.gov) for more information on what is subject to use tax and the appropriate sales/use tax rate for your county. Sales and use tax rates for any address in Ohio can be verified by using The Finder, an online resource available at tax.ohio.gov.

How Do I Remit Use Tax Directly to Ohio?

The Universal Use Tax return (UUT1) is used for filing use tax. Businesses need to register for a Consumer's Use Tax account to begin remitting use tax directly to Ohio. Registration and filing are available on OBG at gateway.ohio.gov. OBG accepts electronic checks and credit cards for online payment and also allows taxpayers the option to print a payment coupon to pay with a paper check.

Important Numbers

Business Taxpayer Assistance	(888) 405-4039
Tax Fraud Hotline	(800) 757-6091
Ohio Relay for the Hearing Impaired	(800) 750-0750

EXHIBIT 4

DOCUMENTATION ATTESTING TO FINANCIAL VIABILITY

Exhibit 4 (a) EXECUTIVE SUMMARY OF FINANCIAL QUALIFICATIONS
AND CAPITAL RESOURCES

Barr has the requisite financial qualifications to be certified as a telecom services provider in Ohio. Barr Tell USA, Incorporated, is the parent company of Barr Tell USA, LLC and was formed in New York in 1998. For over 20 years it has been successfully building and maintaining telecom networks and providing voice and data services in multiple states to several thousand very happy business customers. These customers range in size from small Mom & Pop shops to Multi-National conglomerates. One of our specialties are large Nursing home facilities with well over a hundred rooms being HIPAA Compliant..

Exhibit 4 (b) FINANCIAL STATEMENTS OF PRO FORMA PROJECTIONS

See original filing for IXC - Certificate # 90-6452

Exhibit 4 (c) DOCUMENTATION TO SUPPORT CASH AND FUNDING
SOURCES

Barr Tell USA, LLC has access to the financing and capital necessary to conduct telecommunication operations as specified in this Application. The Applicant also has the financial support necessary from its Parent Company's revenue to procure, install, and operate facilities and to hire and train the personnel necessary to conduct the operations described herein. The Applicant's financial strength and ability to offer the above services is demonstrated by the fact that its multistate operation for the past 20 years serves a plethora of business customers and wholesale carrier customers that generates more than sufficient revenue.

Needless to say, Barr Tell's operations are overseen by a well-qualified management team with substantial telecommunications experience and technical expertise that has been providing business customers high quality, cost effective telecommunications services with an emphasis on customer service

EXHIBIT 5
MANAGERIAL ABILITY AND CORPORATE STRUCTURE

Exhibit 5-a	Technical and Managerial Expertise providing the Curriculum Vitae of its Officers (5-a at end after 5-e)
Exhibit 5-b	Corporate Structure and Ownership
Exhibit 5-c	Similar Operations in Other States
Exhibit 5-d	Verification Records Maintained in Accordance with GAAP
Exhibit 5-e	Compliance with Affiliate Transaction Requirements

(a) TECHNICAL & MANAGERIAL EXPERTISE CURRICULUM VITAE OF THREE OFFICERS

(b) CORPORATE STRUCTURE AND OWNERSHIP

BARR TELL USA LLC is a new Domestic Ohio company. It is owned 100% by BARR TELL USA INC., a New York Corporation

(c) SIMILAR OPERATIONS IN OTHER STATES

The applicant has not been previously certified in Ohio. However, Barr Tell USA Inc. is authorized and certified to provide local exchange or interexchange service in the following states:

New York, New Jersey, Pennsylvania, Maryland, Massachusetts, District of Columbia, Florida, Illinois.

The Applicant also has pending currently a CPCN Application in the State of California

(d) VERIFICATION RECORDS MAINTAINED IN ACCORDANCE WITH GAAP

The Applicant will maintain local telephony records separate and apart from any other account records in accordance the Generally Accepted Accounting Principles (GAAP) issued by the Financial Accounting Standards Board (FASB) when putting together financial statements.

(e) COMPLIANCE WITH AFFILIATE TRANSACTION REQUIREMENTS

The Applicant is a wholly owned subsidiary of Barr Tell USA, Inc. a New York Corporation since 1998.

As mentioned, an application is currently pending for an affiliate of Barr Tell USA, CA, LLC.

EXHIBIT 5-a

BARR TELL USA'S TECHNICAL & MANAGERIAL EXPERTISE CURRICULUM VITAE OF THREE OFFICERS

Yisrael Spitz

452 Broadway • Brooklyn, NY 11211 • (347) 436-7779 • yes@barrtell.com

Telebroad – New York, NY

President & CEO

2006 to Present

As president and CEO of Telebroad for fifteen years, successfully designed and completed the deployment of various products and services. Ability to locate market necessities and to create innovative solutions. Directed this start-up company in the major basic aspects of telecom industry, such as software and technology development, billing, sales and marketing. For Detailed information, please see www.telebroad.com

Datavoice Inc.

CEO

2007 – Present

As CEO Mr. Spitz manages the overall strategy and vision of the critically important relationships with all Datavoice's customers as he occupies the position as the Chief Executive Officer.

Datavoice installs audio and video surveillance systems as well as closed circuit TV monitoring along with the applications of our telephony this allows for remote monitoring of premises and integrates as an app into smart phones

Barr Tell USA, Inc.

CEO -

2010 to Present

Acquired this company in 2010 as a Competitive Local Exchange carrier in the State of New York. Since then, I have expanded this CLEC to also provide telephone service in seven other States, Connecticut, Florida, Illinois, Maryland, Massachusetts, New Jersey & Pennsylvania where we are directly inter-connected to the large Incumbent Carriers, i.e., Verizon & AT&T, etc. I have further expanded our service offerings and increased our foot print and revenue stream by offering additional add on features to our voice services that make our service unique as compared to other similar CLECs. And/or VOIP Service Providers.

SOS Telecom. – New York City **2003 to 2006**

Owner: Bernard Lefkowitz Tel: 718-871-3539

Director of Information Technologies

Professional strengths include:

Team Leadership
Training and Support Planning
Project Management
Advanced Technical Troubleshooting
Telecommunication Solutions
Telecommunication Protocols
Network Design and Configurations
Unified Messaging Integrations
Customer Relationship Management
Change Management
Vendor Relations
Installations and Rollouts
Customer Service
Acquisitions and Integrations
Unified Messaging
Routing & VOIP
Email/Desktop Faxing

Leadership Strengths:

Futurist & Strategic Thinker with Strong Technical skills and Cost-Effective Manner in all Problem-Solving

Always challenging the Status Quo to Enhance Organizational Efficiency with Best Practices in Quality & Initiatives

Ensures Cross-Functional Collaboration and Engagement of Employee Participation through Transitions, Modifications and Changes

Exemplifies Core Values-Exceptional Work Ethic, Integrity, Initiative, Accountability, Fairness and Tenacity

Core Competencies & Key Knowledge Areas:

- Consistently exceeds expectations and Meet Project Milestones, Deliverables, SLAs and Business Goals
- Manage Project Compliance with Fiscal/Budgetary guidelines, Specifications and Outcomes
- Analyze Scenarios & Anticipate Outcomes to Minimize Problems / Glitches within the Project Life Cycle
- SME in Wireless, RF Engineering, Fiber, Network Technologies, Design, Integration & Performance Enhancements

- Responsible for all aspects of deal sourcing, evaluation, and execution as well as operational management. Ubiquity
- Partners seeks to invest, develop and manage critical communications infrastructure throughout the United States.

Qualifications

- Designed, implemented and supported PBX and Telephone Switches. Experience includes hands-on deployment, vendor negotiations, customer pre-sales meetings, system design, and project and crew management.
- Very comfortable with troubleshooting and analyzing various media signaling protocols, including SS7, Frame Relay, H323, SIP, RTP and IAX.
- Excellent ability to troubleshoot problems related to the QOS of voice transmission. Excellent knowledge of the SIP debugging and handshaking process.
- Extensive use of network troubleshooting tools such as WireShark and PingPlotter.
- Integrated T1 PRI, BRI and ISDN circuits with multiple PBX and Key systems.
- Very familiar with setting up multiple port cards for Asterisk. This includes Sangoma and Zaptel cards.
- Designed and implemented Virtual PBX hosting services
- Installed and terminated CAT 5, CAT 6, burial and aerial cable
- Experience in developing client/server software applications, as well as comfortable with designing and installing Data Base software such as Microsoft SQL and MySQL based systems
- Experienced in Linux, including installing, writing and compiling modules in ANSI C. Additionally, experienced in network configuration, firewall settings, and remote access.
- Development of IP based PBX platforms and custom telephony applications based on Asterisk and other open-source frameworks.

Accomplishments

- Designed and implemented a Click-to-Call-Me website. Features include PC-to-Phone, Phone-to-Phone and PC-to-PC calls.
- Designed and implemented audio-conferencing systems.
- Founded & Managed an internet telephony provisioning company. Work included contracting carriers and selecting providers. Also, made available to customers services such as DIDs and Toll-free

numbering, carrier re-assignment and least cost routing. Work also included managing VOIP accounts, and billing. Clients included small to mid sized Businesses, call centers.

- Wrote a call accounting system for hotels and phone kiosks administration.
- Designed PBX Telephone systems and Connections that helped small businesses grow and follow their sales while also saving extra costs and largely improved their day-to-day Business performance.

Skills

Hardware/VOIP/Networking Infrastructure:

- Working knowledge of the public telephone system
- Telecommunication equipment configuration and programming, such as Muxes, Satellite Modems, DSU CSUs, Channel Banks. ADTRAN DSUs, NEWBRIDGE 3624 & 3630
- Worked with various IP telephony equipment, including Sonus, Cisco routers, Quintum, Audiocodes, Sitara, Nuera, Digium Wildcard X100P and TDM400P interface cards, Sangoma Wanpipe, and other Telephony products.
- Working knowledge of Cisco IOS for router configuration
- DHCP, DNS / Bind, Sendmail, Syslog, and SNMP
- SS7, SIP, H323, IAX
- Basic knowledge of ATM switching
- Expert in writing web-based telephony software. Applied web-based interfacing to the PBXs installed.

He has worked with and is proficient in a variety of telephony equipment that includes: Sonus, Cisco, Jupiter, Veraz, Quintum, Audiocodes, Nuera, Digium, Sangoma and other Telephony products and interface cards,

Software:

- PHP, MySQL, Microsoft SQL
- ANSI C, C++, Visual Basic 6
- Linux, Unix, Cisco IOS, Windows, Apple.

Other:

Multi-lingual: English, German, Hebrew and Yiddish

Education

2002 – Mesifita College of Stamford Hill, London –
Bachelor Degree of Computer Science,
Aggregate degree in International Studies.

Overall Mr. Spitz is responsible for providing advanced communication solutions to all business customers with an expertise in the telecom industry.

As a veteran in the industry, Mr. Spitz specifically provides Barr Tell with a great wealth of networking expertise, industry experience and leadership depth. Not only is he an expert in communication solutions, but he is also a dynamic leader with a passion for excellence and a champion for his customers, business partners and teammates.

Mr. Spitz has a knack for building great relationships with both his customers and business partners. As a seasoned communications expert he has successfully identified and implemented customer technology solutions across all product sets and verticals

His leadership skills, industry experience, competitive drive, creativity and successful sales background help to create an environment that supports achieving aggressive business goals for both Barr Tell and his customers.

His experience is in all aspects related and relevant to the services Applicant proposes to provide in the Application.

Mayer Rosenbaum COO

452 Broadway, Brooklyn, NY 11211

Tel: 212 4449911 x 1023

Email: mayer@telebroad.com

WORK EXPERIENCE

JNET ISP

2004- 2005

Customized service of Internet Content Filtering that allows customers to choose exactly what kind of content to block for each person or computer, based on filtering on high- speed bandwidth.

Big Apple Computers

CEO & Founder 2005 -2007

IT firm

TeleBroad

CTO

2006-2013

COO

2013 – Present

For Detailed information, please see

www.telebroad.com

Datavoice Inc.

COO 2007 – Present

As COO Mr. Rosenbaum manages the day to day operations, the infrastructure, the monitoring and the overall network to make sure the services are reliable, dependable and available 99999% of the time.

Datavoice installs audio and video surveillance systems as well as closed circuit TV monitoring along with the applications of our telephony this allows for remote monitoring of premises and integrates as an app into smart phones.

Barr Tell USA, Inc.

COO -

2010 to Present

Barr Tell was acquired in 2010 as a Competitive Local Exchange carrier in the State of New York. Since then it has expanded as a Competitive Local Exchange Carrier (CLEC) to provide telephone service in seven other

States, Connecticut, Florida, Illinois, Maryland, Massachusetts, New Jersey & Pennsylvania. Barr Tell is directly inter-connected to the large Incumbent Carriers, i.e. Verizon & AT&T, on a TDM basis. Barr Tell offers voice, texting and data services to Businesses. With its own 'in house' software team it has developed and provided many handy applications and additional add on features that are included in our voice services. These 'extras' make our services unique and stand out as compared to other similar Service Providers.

Education

Toras Chessed Yeshiva

Great Offley, near. Hitchin, North Hertfordshire, UK 2001 -2004

Overall Skills & Responsibilities

Mr. Rosenbaum entered into the telecommunications industry around 2004, and has since held several, operational, financial, engineering, and marketing roles in a couple of small Internet and telecommunication firms, where his knowledge and experience has constantly grown and expended with all the latest technological advancements.

Mr. Rosenbaum's Cloud Computing Skills include stack knowledge such as AWS, OpenStack or Azure; understanding cloud architecture that builds on the basics of traditional Web Services and APIs; and a good grasp of networking and virtualization.

His knowledge of Network Engineering and IT Support Skills has been used in various processes required to implement, support, maintain and troubleshoot communication networks not only within our company but between interconnecting us with our upstream and downstream providers and other organizations, vendors and customers.

Mr. Rosenbaum has a very thorough knowledge of various types of networks such as LAN, WAN, WLAN and metropolitan area networks (MAN) which have aided as a key to success and growth in his knowledge of telecommunications.

His ability to adroitly handle various network crisis and/or malicious malware attacks that ordinarily could severely affect a company's business, has made Mayer an asset in fool proofing our network infrastructure

Mr. Rosenbaum is an Accomplished Telecommunications Professional through his hands on experience, who is practiced in all aspects of design, installation, and support of voice and data transmission and PBX switching technologies, Key Systems and Telecommunications Engineering in addition to a having a sound knowledge of call center support and call management systems. This has enabled him to fulfill his responsibility in the administration of our business

He has an exceptional knowledge of designing, installing, and troubleshooting structured cabling and wiring systems as well as a good knowledge of the installation, implementation, and maintenance of telecommunications equipment with an outstanding ability to use everyday hand and power tools has made him an expert in collaborating with customer business leaders, identify their requirements and presenting reliable solutions within all aspects of telephony

Among his many technological Skills on the internal networking side his ability to administer routers, switches, gateways and oversee all facets of telecom infrastructure and environment as well the integration of cross-platform telecom systems allowing a familiarity with a wide range of devices and equipment.

He is Self-Motivated, highly organized and is quite able to multitasking provides familiarity with many PROTOCOLS such as TCP/IP, Data Link Control (DLC), FTP, HTTP, TFTP, ATM, FIDDI Protocols: Systems Network Architecture (SNA), Internetwork Packet Exchange/Sequenced Packet Exchange (IPX/SPX), X.25

As well as various OPERATING SYSTEMS from Microsoft, Linux versions of Unix and various Network infrastructure Environments such as TDM, SONET, ISDN, LAN/WAN and VOIP

His ability to implement quality of service (QoS) features and functionality ties back to his broad knowledge of telecom and networking protocols, as well as implementation and telecom practices.

Mr. Rosenbaum is responsible for development, implementation, and management of the network, infrastructure, telecommunications spend and utilization. He has excellent business acumen and strong communication and presentation skills and can communicate in several languages in addition to English

Mr. Rosenbaum has demonstrated an innate ability at problem solving, decision making and skills that continuously improve processes and performances.

Expert in writing web based telephony software. Applied web based interfacing to the PBXs installed.

Mr. Rosenbaum's experience is in all aspects related, relevant and strategically important to the services the Applicant proposes to provide in the CPUC CPCN CLC Application.

Over 30 years in the field of telecommunications Mr. Barr has had a continuous learning experience throughout these years in a wide range of telecom jobs and a multitude of telecom facets. At the time of entry into the telecom arena there were 3 individual networks; one for voice communication another for video and another for data. Since each of these used separate networks there was quite a steep learning curve that required a separate knowledge of each.

Throughout the long experience there have been a vast number of job titles and an assortment of knowledge requirements for each. Most of these have been at the executive level and consisted of Upper Management positions as President; VP; Chief Operations Officer and Consultant. These varied positions involved areas such as Process Development / Product Launch / CRM / Negotiations / QA / Supplier & Customer Relations / Cost Control / Pricing / Purchasing and Systems Analysis & Planning

Mr. Barr continually focused on the objective goals of each situation and toward the final goal of positive results. Some of these were in specializing in strategic allocation of capital resources dedicated to systems and processes addressing the effective and efficient operations in support of revenue growth; instilling confidence in diverse, highly competitive and fast-paced telephony and communication environments. Mr. Barr has utilized technical, business and leadership skills to identify critical and necessary staff and relevant technical issues, implement effective solutions for tough problems for startups and to excel in establishing industry leadership. He has been directly responsible for initiating the tone and setting of many strategic goals, while leading the development, deployment, support and delivery of revenue generating communication infrastructure(s) and facility operations. Mr. Barr abilities also excel in setting and achieving long term vision to accomplish EBITDA goals within overall product portfolios. He has served as product champion by educating management on opportunities and risks associated with all forms of telephony and communication applications that focus on the strategic allocation of capital expenditures to achieve 'best practice' solutions.

- **Negotiated the sale of hundreds of thousands of dollars in telephony equipment and IP hardware, providing \$1M in capital to allow commercialization of business.**
- **Streamlined the soft switch installation process by cutting installation time 70%.**
- **Created total Customer Care program for joint venture partnerships and franchise client, enabling firm to retain \$4M VC funding.**
- **Drove software development project, generating \$10M in monthly revenue and 50 million in monthly minutes in the switching network.**

Special Skills: Strategic, motivated and tactical thinker/planner... Solid analytical, communicative and interpersonal skills... Establishing new policies and procedures... Building cohesive, cross-functional teams... Cultivate talent, instill value, and create a passion to be successful... Develop effective short and long-term technical, business, and operational strategies:

- ❖ **Scalability and Performance:** strategic allocation of capital resources into scalable, high-performance management solutions that can support a critical mass of customers – quickly and cost effectively;
- ❖ **Modularity:** initiate and direct projects supporting open modular solutions that provide a common operating environment to facilitate automation and service neutrality prior to the time when modularity was fully recognized;
- ❖ **End to End Management Visibility:** Implement management solutions that provide an end-to-end view of the customer's experience to ensure superior service levels;
- ❖ **Rapid Time-to-Market:** Direct and monitor time-critical projects on time and within budget constraints, while managing vendors to achieve agility and flexibility – quickly and confidently rolling out new services;
- ❖ **Aligning Investments and Cost Efficiency:** Provide visibility into investments from idea creation to launch; improve quality and speed of decision making with comprehensive views into project resource utilization and costs.

Technical Skills: Telephony: SBC(Session Border Controllers), IAD (Integrated Access Devices), Soft Clients, Lawful Intercept Telecom Licenses, Test Tools, Soft Switch Design and Deployment, Protocols - SIP, MPLS, MGCP, H323, SS7, ISDN. **Hardware:** IBM, SUN, CISCO, INTEL, AMD, EMC, NMS, Tekelec, Nortel, Multiple Media Gateways, Telecom and Networking Platforms. In addition, for the past 10 years Mr. Barr has been focused on making sure the telecom companies have been in with total compliance many different State's bureaus of the Secretary of State; Department of Revenue and Public Utility Commissions as far as multiple tax types, annual reports have all been filed on time..

Communications Carriers: Dealt with a Multitude of Carriers on a Wholesale basis for Voice and Data Services on both a TDM level and also later for VOIP. These Carriers included every major Carrier both Domestic and International from AT&T, Belgacom (BICS), British Telecom, Deutsche Telecom, France Telecom, Telecom Italia, Level 3 through the alphabet to Verizon and Windstream as well as almost every PTT and Carrier around the World. These. Included many second and third tier Carriers for bandwidth allotment as peering partners and to purchase voice termination for millions of minutes of voice traffic. The number of Carriers were well over 100 individual companies of which I still have maintained relationships to date.

Education:

University of Akron, Akron, Ohio course work 1964 - 1965; **New Jersey Institute of Technology for Mechanical Engineering** (formerly Newark College of Engineering) for Mechanical Engineering 1965-1969.

Passaic School of Drafting, NJ 1964

Webinars, Workshops and Seminars from Equipment & hardware manufacturers such as Cisco, Solaris, Telco Bridges and Squire Technologies.

Selected Achievements

Negotiated the sale of leading edge telephony platform equipment, providing initial seed funding and capital to allow the commercialization of business. Cactus Communications wanted to commercialize, but lacked sufficient resources. Identified major roadblocks to commercialization and recommended prudent solutions. Sold Intellectual Property, enabling Cactus to meet its new business goals and commercialize the VoIP platform.

Streamlined the Soft Switch installation process at 60 Hudson Street, New York City for several Colocation clients, cutting installation time 70%. Client CTO sought advice on strategic direction for product application development. Defined the Soft Switch connectivity and configuration issues, features and functions. Automated the bundling of components, significantly reducing installation time and improved ROI and margins for client organizations.

Created total Customer Care program for wholesale/retail franchiser, enabling firm to retain \$4M VC funding. Consulting client, needed a comprehensive customer care program to maintain needed funding. Recommended a viable organizational structure and required resources. Identified support application. Developed a program to manage, monitor and evaluate customer inquiries, satisfying VC that critical area of business was meeting its standards.

Staffed and provided technical support for several Excel TDM Switching platforms in a multi-client business model for my own company, i.e. Colo Central at 60 Hudson Street. The facilities and infrastructure support package generated annual revenue of \$2.5M in facility leases and \$1M in technical support contracts. Engaged and led the team in a joint software development venture that designed and implemented telephony software applications to manage and monitor network devices, leading to significant performance enhancements and new revenue opportunities.

Career Summary

Vice President/Consultant Integrated Path Communications, LLC. March 2015 – Present

Assisting upper management with Telecom Regulatory compliance as well as Contract negotiations and many Agreements related to all aspects of expanding voice and data business.

Vice President Voice Stream Network, Inc. – August 2013 – 2018.

I was hired as a Part Time Consultant to assist this company in getting up and running as a new CLEC in 3 states, New York, Florida and Iowa, simultaneously. This company's main focus is on providing telephone based Chat service(s) as well as Audio Conference Bridges for both wholesale 'white labeling' to other Carrier entities as well as to its own Customer base. They are also working on mapping telephone numbers to any Audio content such as radio stations(from around the world) to Blogs and to Personal Broadcasting. Using phone numbers allows for any listener or participant to dial into an event from anywhere without using the Internet. My main duties are dealing with Carriers as well as all the Legal filings, forecasting and ordering of blocks of Phone numbers with the Quasi-governmental Agencies of NANPA, the Pooling Administration and NPAC.

Vice President EZ Mobile, LLC & Sonar Telecommunication, Inc. – January 2011 –2017.

Began work as an Independent Consultant to change the profile of these two companies (both owned by the same Management. EZ Mobile LLC is focused on Retail Distribution of Prepaid Telecom Products and Services from servicing thousands of Retail Shops throughout North America to also selling these services over their Internet Portal. They resell many brands of actual physical telecom cards, SIM Chips and 'Top Up' Cards to Pinless products from both other Manufacturers as well as their own Brands.

Sonar Telecom is an FCC Licensed 214 Carrier that is "Facilities based" meaning that it has its own Switching Platform Carrier. Sonar is now interconnected to approximately 80 - 100 Carriers around the world to whom they route their International Voice traffic. Through my

connections I was able to negotiate Interconnection Agreements with all these Carriers through various types of Contracts from a simple Wholesale Carrier Customer to both Reciprocal and Bi-Lateral Agreements. In addition, to selling a complete A – Z Voice ‘termination’ Route wholesale to any small Carriers these Routes or destinations are also used to produce their Retail Products for the Consumer prepaid arena (using EZ Mobile) In addition, these companies have also been Master Distributors for several Wireless Carriers as well as an MVNO for Sprint and Boost Mobile as well as a Reseller of Direct TV.

Vice President – Telebroad, LLC. – September 2010 – Present

When I sold Barr Tell USA to Telebroad in 2010, I was kept on not only as the President of Barr Tell, but also made the Vice President of Telebroad. My job responsibilities are to make sure that Telebroad, a retail arm of Barr Tell, is always in compliance with all the Regulatory Agencies and Taxing Authorities as well as to take care of all the work-related matters that might arise periodically. In addition, I act as their in-house legal authority for Contract Management and the writing of most Business related plans and/or agreements that are necessary.

President: Barr Tell USA, Inc.-June 2010-Present, Started a corporation, Barr Tell USA, Inc, while working for **Telx** (see below) in Jan 1998 so that I could be paid as an Independent Telecom Consultant in my Title for Telx, as the Director of Carrier Sales. In 2003, I filed a Petition in New York State for a Certificate of Public Utility and Convenience to provide the resale of telecommunications services as a CAP (wholesale). This business did not do well and became dormant until early 2010, when I was planning to retire. I then sold the business, but stayed on as part of Management and as Part Time Independent Consultant. The company was then upgraded to a CLEC in NY and NJ, where it now provides wholesale and retail phone service(s) as well as SMS Text Messaging having all of its phone numbers SMS or text enabled.

CTO: SurfXpress, L.L.C., 470 Vanderbilt Ave., Brooklyn, NY: 2007 – June 2010. In 2007 on a quest to expand Colo Network Corporation, I acquired an existing business that specialized in Web Hosting along with an associate, where each of us owned 50%. I was the Chief Technology Officer and ran this business on a day-to-day basis along with Colo Network. This business differentiated itself from Colo Network offering shared web hosting as well as dedicated servers for web hosting using both the Windows OS and Linux Operating Systems and front-end Control Panels. This business focused on Data Services rather than Voice. I sold SurfXpress in 2010

CEO and CTO: Colo Network Corporation, 470 Vanderbilt Ave., Brooklyn, NY - 2004 – June 2010. Continued the operation of the Colo Central Corporation, after downsizing, restructuring and moving the telecom infrastructure operations to Brooklyn, while modifying the name of the company. Re-established the company’s ability to upgrade and integrate voice, video and data utilizing the newer technologies such as Metro Ethernet and VOIP, while assisting in eliminating TDM connectivity and switching port fees with Carriers. As an infrastructure company we also focused on co-location services of small servers and platforms for independent and small Carriers. I then began working for Barr Tell USA & Telebroad full time.

CEO and General Manager: Colo Central Corp., 60 Hudson Street, NYC – 1999 - 2004. Launched a start up to provide infrastructure facilities and technical support to a middle market client base comprised of domestic Small Medium Business (SMB) and International SMBs

providing a commercial presence in the domestic market. Colo Central provided Project Management, technical/customer care and support services; also business and professional services relative to local, state and federal compliance with telecommunications and regulatory law, licensing and policies. Successfully planned and implemented innovative offerings focused on providing switching services especially for enhanced featured telephony applications such as prepaid phone cards and IVR related apps. Colo Central provided and hosted a private branded platform and management services establishing and supporting an affinity/ethnic market for prepaid calling card products. Colo is short for Co-Location.

Director of Carrier Sales: Telx, 60 Hudson Street, NYC –Sept. 1997 – 1999. As a core member of the management team in creating policy and execution of the strategic plan, resulted in the successful and profitable launch of the company. Directly responsible for the successful deployment of the TDM switching platform leading to a profitable distribution of several pre-paid calling card product lines generating over 50 million minutes/month and yielding approximately \$10 million in revenue annually. Responsible for contract negotiation and overall business development with Telecom Carriers with buying and selling, as well as issuing Contracts for Customers for Co-location, Switch Partitioning and Switch Processing. In the process of introducing Carrier/Vendors to the company its focus changed into a neutral co-location facility from operating switching platforms. It is now one of the largest co-location companies in the United States known as Digital Realty.

Director of Sales & Marketing: DigiTec 2000 formerly Promo Tel, 8 West 38th Street, NYC – 1995 – 1997. After the acquisition of Direct Dial International, I immediately assumed the sales and marketing responsibilities continuing with the business development of distribution and sales channels. Digitec was a publicly traded company on the Bulletin Board (Sym: DGTG) pink sheets, therefore, Direct Dial International, a distribution and marketing company of prepaid phone cards provided instantaneous revenue and market share of the prepaid phone card business within the Tri-State New York region. The company was owned 20% by Walter Franks, head of the Tec Group in Jackson, MS. DigiTec continued the distribution of the prepaid phone card called the "Travel Card" until its demise. Afterward, I was directly responsible for negotiating a deal with the CFO of WorldCom in Jackson, MS to use their logo and continue with the brand of Prepaid cards called, the "F/X" Card. Through this CFO our company was set up with Patrick Jones of Premier Telecom in Atlanta to use his switching platform. I was also responsible for coordinating trade shows and doing Exhibitions at numerous major conferences, seminars and shows in addition to building up our market share.

Founder and owner: Direct Dial International, 34 West 37th. Street, NYC – 05/1994 – 10/1995 Direct Dial International was established as an entrepreneurial venture with a single signed contract from Richard Yellin, the President of Cable & Wireless to be the exclusive distributor in the tri-state area (New York, New Jersey & Connecticut) of their new phone card called, "Asia Direct" aimed at the Asian market. Direct Dial also succeeded in capturing dominate market share of the calling card business and distribution channel in New York of a competitive brand calling card, "The Travel Phone Card". The company was acquired by DigiTec.

Regional Distribution Manager: Cleartel Communications, Washington, DC 10/1993 – 7/1994 Developed the Tri-State retail market and distribution network for a line of pre-paid phone cards operating under the brand "Telefare". Directly responsible for developing the retail distribution network in the Tri-State region with over 200 retail store locations, segmented

into ethnic markets and generating a monthly revenue of approximately \$25,000 in both the domestic and international markets for a new industry. The channel for pre-paid calling cards was dynamic and rapidly changing requiring constant innovative changes to the distribution model, which Cleartel refused to, enter fearing margin erosion and profitability issues.

Regional Distribution Manager: Amerivox, California Company 11/1991 – 10/1993.

Amerivox was one of the first MLM companies to enter the pre-paid calling card market. Their business model of multi-level marketing shifted the risk in marketing to the distribution channel requiring commitment and resale to the retail channel. Their approach in 1992 to the prepaid phone card was pioneering a brand through an MLM distribution channel long before it was fashionable. As Regional Distribution Manager and independent agent, I developed the Tri-State distribution channel in conjunction with many others. The MLM business model proved to be the wrong approach with insufficient margin to support the overall distribution channel with a service base product, and the consumer had little protection in the overall relationship. These two issues proved insurmountable for Amerivox and the company vacated the market after one year.

Mr. Barr's experience is in all aspects related, are relevant and strategically important to the services Applicant proposes to provide in the CPUC CPCN CLC Application.

EXHIBIT 6

Documentation Attesting to Proposed Interactions with Carriers + Explanation of Interconnection Negotiation Requests Pursuant to 1996 TRA Sections 251 and 252

Exhibit 6-a Rate Derivation

Explanation as to whether rates are derived through (check all applicable): ☐

XX interconnection agreement ☒ retail tariffs XX resale tariffs

Although our rate derivation is based on interconnection agreements and tariffs, ultimately our service is offered to Business customers at a flat rate per month inclusive of all features and applications

Exhibit 6-b Explanation Service Areas Approved Interconnection or Resale Agreement

Applicant does not currently have an approved interconnection or resale agreement.

Exhibit 6-c Notarized Affidavit accompanied by bona fide letters requesting negotiation, pursuant to Sections 251 and 252 of the Telecommunications Act, of the proposed timeline for construction, interconnection, and offering of service to end users.

Applicant is requesting interconnection and resale with AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq a.k.a. Lumen and Frontier. Applicant has contacted each of these ILECs and is in the process of negotiating with each of these Carriers. (see attached correspondence).

Applicant expects to have ICA approvals soon after PUCO's approval for Operating Authority

Applicant should have the ability to provide service in its target markets one market at a time starting with the largest ILEC first.

Notarized Affidavit along with emails and letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 are attached.

Applicant will initially provide resale services only. Applicant has no current plans to construct facilities in the State of Ohio.

Service will be offered to end users subsequent to Commission approval. Applicant intends to provide local service within the State of Ohio within sixty (60) to ninety (90) days of certification by this Commission, and approval of its resale/interconnection agreements.

STATE OF NEW YORK }
COUNTY OF NASSAU }

AFFIDAVIT

1. My name is Harold Barr. I am the President of Barr Tell USA, LLC (in Ohio) and President of Barr Tell USA, Inc. elsewhere

2. I swear or affirm that Barr Tell USA, LLC has requested negotiations to establish interconnection and resale agreements with AT&T Ohio, Cincinnati Bell, United Telephone d/b/a Embarq a.k.a. Lumen, Frontier and Windstream. Applicant has contacted each of these ILECs and is in the process of negotiating with each of them. (Please see attached communications and correspondence).

3. I further swear or affirm that either Barr Tell USA, LLC or the ILEC will submit these agreements to the Public Utility Commission of Ohio for approval once certification or authority is granted to Barr Tell USA, LLC and the Agreements are finalized.

I declare under penalty of perjury that the foregoing is true and correct.


Harold Barr, President

Notary Public

The forgoing Affidavit has been attested to before me this day:

September 20, 2021, at Long Beach, New York

By 
Notary Officer

My commission expires: 07/22/2023



FRONTIER COMMUNICATIONS

On Fri, Sep 17, 2021 at 10:31 AM Moffitt, Theresa <Theresa.Moffitt@ftr.com> wrote:
Harold – attached is the request form for you to complete and return to me.

Thank you
Theresa

Theresa Moffitt, Esquire
Manager, Interconnection and Contract Negotiation
100 CTE Drive
Dallas, PA 18612
570-631-6269

From: Hal Barr <hb@barrtell.com>
Sent: Tuesday, September 14, 2021 11:25 AM
To: Moffitt, Theresa <Theresa.Moffitt@FTR.com>
Subject: Updated Reply Frontier: Ohio ICA

Thanks for your quick reply. Yes, I had called a month ago, but I wasn't ready to formally contact you. I was just testing to see if you still had the same TN. Lately, so many things have changed that I have to do reality checks.

In any event, I've written out the formal request letter to you and have attached it to this email. This will act as my formal request to begin the new negotiation. Once you receive it, I shall look forward to you sending the current IRF.

I will be printing out a copy of this request letter for the PUCO record that will become part of my CLEC Application.

Regards,

Harold Barr

On Tue, Sep 14, 2021 at 10:40 AM Moffitt, Theresa <Theresa.Moffitt@ftr.com> wrote:
Harold – yes, I am still the contact. I have been working from home and checking voicemails daily, but haven't had a chance to check yesterday's yet today. You can email the formal request letter to me and I will send you our current IRF. Also, I received your voicemail a month or so ago that said you wanted to make sure that was still my number, but your message said there was no need to call you back at that time.

Theresa Moffitt, Esquire
Manager, Interconnection and Contract Negotiation
100 CTE Drive
Dallas, PA 18612



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

September 14, 2021

Mrs. Theresa Moffitt, Esquire
Frontier Communications
Manager, Interconnection and Contract Negotiation
100 CTE Drive
Dallas, PA 18612
Tel: 570-631-6269
Fax: 570-631-8000
E-Mail: Theresa.Moffitt@ftr.com

Re: Negotiation of a new
Interconnection Agreement for
Barr Tell USA, in the State of
Ohio

Dear Mrs. Moffitt:

As per recent communication it was good to know that you're well and still handling the negotiations for new Interconnection Agreements.

I am in the process of submitting my Application to the Public Utility Commission of Ohio (PUCO) for CLEC Authority and I'm writing to formally request that we begin the negotiation process for a new Interconnection Agreement for Barr Tell.

Please send me the latest Request form or whatever documentation is necessary to start this procedure.

I look forward to working with you again.

Sincerely,

A black and white scan of a handwritten signature, appearing to read "Harold Barr", written in ink on a light background.

Harold Barr,
President

"Transcending the Telecom Bar"

LUMEN, UNITED, EMBARQ

----- Forwarded message -----

From: Dea, Steve <Steve.Dea@lumen.com>
Date: Tue, Sep 14, 2021 at 1:05 PM
Subject: RE: Lumen+ Barr Tell New ICA Negotiation
To: Hal Barr <hb@barrtell.com>

Hal – I agree – great taking with you yesterday -- attached is the announcement of the sale to Apollo –

The map shows the states that are being sold to Apollo (orange) and the Lumen (CenturyLink) states in blue – the gray states are not Lumen(CenturyLink).

I have also attached the Agreement Request Form to officially request agreements by state – which will get the ball rolling

Steve Dea

Contract and Compliance Manager

700 W. Mineral Av, D18.30 MN

Littleton, CO 80120

steve.dea@lumen.com

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From: Hal Barr <hb@barrtell.com>
Sent: Tuesday, September 14, 2021 9:28 AM
To: Dea, Steve <Steve.Dea@lumen.com>
Subject: Lumen+ Barr Tell New ICA Negotiation

I enjoyed our phone conversation yesterday. It was a pleasure speaking with you.

In any event, I've written out the formal request letter to you and have attached it to this email. This will act as my formal request to begin the new negotiation. Once you receive it, I shall look forward to you sending the current IRF and/or docs.

I will be printing out a copy of this request letter for the PUCO record that will become part of my CLEC Application.

Regards,

Harold Barr

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212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

September 14, 2021

Mr. Steve Dea
LUMEN TECHNOLOGIES, INC.
CenturyLink – Clarke M. Williams Foundation (CO)
CenturyTel of Ohio, Inc. (OH)
Wholesale Markets / Interconnection Agreements
700 West. Mineral Ave.
Littleton, CO 80120
Mobile: 720 427-7555
E-Mail: steve.dea@lumen.com

Re: Negotiation of a new
Interconnection Agreement for Barr Tell
USA, in the State of Ohio

Dear Mr. Dea:

As per our telephone conversation it was great catching up with you. It was good to hear that you're well.

As I mentioned I am in the process of submitting my Application to the Public Utility Commission of Ohio (PUCO) for CLEC Authority and I'm writing to formally request that we begin the negotiation process for a new Interconnection Agreement.

Please send me the latest Request form or whatever documentation is necessary to start this procedure.

I look forward to working with you again.

Sincerely,

A black and white image of a handwritten signature, which appears to be "Harold Barr", written in ink.

Harold Barr,
President
Direct Tel: 516 708-0111

“Transcending the Telecom Bar”

CINCINNATI BELL

----- Forwarded message -----

From: **Peddicord, Gary** <gary.peddicord@cinbell.com>
Date: Tue, Sep 14, 2021 at 1:18 PM
Subject: RE: Please call me
To: Hal Barr <hb@barrtell.com>
Cc: Low, Kelly <Kelly.Low@cinbell.com>, Schoultheis, Randall
<randall.schoultheis@cinbell.com>

Hal,

Yes – send your request to the folks on this email thread.

Thanks,
Gary Peddicord
Vice President – Carrier Services
Cincinnati Bell and Hawaiian Telcom
513-565-3800

From: Hal Barr <hb@barrtell.com>
Sent: Tuesday, September 14, 2021 10:35 AM
To: Peddicord, Gary <gary.peddicord@cinbell.com>
Cc: Low, Kelly <Kelly.Low@cinbell.com>
Subject: Please call me

I called you yesterday and left you a VM. I hope both of you are well.

I need to know if you are still handling ICA's for CLECs?

I'd appreciate a call before I submit an Info Request Form because this is for Ohio. They want me to provide a Notarized Affidavit that I formally began the negotiations.

Once I know that you're still handling new ICAs, I can then write you a formal letter requesting that you send me the latest IRF or whatever form needed to begin the process.

Please let me hear from you ASAP.

Regards,

Harold Barr, President
Barr Tell USA, Inc.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521
Email: hb@barrtell.com



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

September 16, 2021

Gary Peddicord
Vice President – Carrier Services
Cincinnati Bell and Hawaiian Telcom
221 East Fourth Street
Cincinnati, OH 45202
Tel: 513-565-3800
E-mail: gary.peddicord@cinbell.com

Re: Negotiation of a new Inter-
-connection Agreement for Barr
Tell USA, in the State of Ohio

Dear Mr. Peddicord:

As per recent communication it was good to know that you're well and still handling negotiations for new Interconnection Agreements. I am in the process of submitting my Application to the Public Utility Commission of Ohio (PUCO) for CLEC Authority and I'm writing to formally request that we begin the negotiation process for a new Interconnection Agreement for Barr Tell USA, LLC.

Please send me the latest Request form or whatever documentation is necessary to start this procedure.

I look forward to working with you again. FYI, I shall use a copy of this letter in my application

Regards,

A pixelated, black and white representation of a handwritten signature, likely belonging to Harold Barr.

Harold Barr,
President

“Transcending the Telecom Bar”

AT&T

----- Forwarded message -----

From: **Hal Barr** <hb@barrtell.com>
Date: Fri, Sep 17, 2021 at 9:54 AM
Subject: New ICA Negotiation for the State of Ohio
To: Negotiations Requests <m41654@att.com>
Cc: <naora.horton@att.com>

Thanks for your assistance in the process for a new ICA. I have filled out the attached request form to begin negotiating and sent it to Contract Management.

I have also attached conformation of our ACNA (BAA) from iconcetiv. However, even though AT&T will also be requesting further documentation such as the proof of certification from the Public Utility Commission and confirmation of an OCN from NECA I am unable to provide these until my company's Application for authority is Approved by PUCO.

I am also sending you a courtesy copy. Please find it attached.

Regards,

Harold Barr
President
Barr Tell USA, Inc.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521
Tel: 212 226-4420 x 1018
Direct: 516 708-0111
Fax: 212 812-6405
email: hb@barrtell.com

----- Forwarded message -----

From: **HORTON, NAORA** <nh5659@att.com>
Date: Tue, Sep 14, 2021 at 1:45 PM
Subject: RE: New ICA Negotiation
To: Hal Barr <hb@barrtell.com>
Cc: JOHNSON, SONIA G <sj6424@att.com>, MACH, LORA <lp3730@att.com>

Good Afternoon,
Please complete the negotiations request form which can be found at the link below.

<https://clec.att.com/clec/shell.cfm?section=27>

thanks
Naora

NaOra Horton

Lead Manager – Interconnection Agreements
Integrated & Partner Solutions

AT&T Services, Inc.

M 817.201.7248 | O 817.850.2402 | naora.horton@att.com

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From: Hal Barr <hb@bartell.com>

Sent: Tuesday, September 14, 2021 10:38 AM

To: HORTON, NAORA <nh5659@att.com>

Cc: JOHNSON, SONIA G <sj6424@att.com>; MACH, LORA <lp3730@att.com>

Subject: New ICA Negotiation

I called and left you a VM. The reason for trying to reach you is I am working on a new CLEC Application for the State of Ohio. Part of their state process is that I have to provide them with a copy of my request for a new ICA accompanied by a Notarized Affidavit.

I'm writing because I'm not sure how the ICA process works? I don't know if we start from the very beginning or this new state can be added to the existing 22 State Agreement that already exists?

I have copied Mrs. Johnson and Mrs Mach since I'm not sure who to reach out to and I do not have their new telephone numbers?

Once I hear back from someone, I shall then follow up my request for the new ICA with a formal letter. I will need this as proof for the Ohio PUC that I have requested to start the process of a new ICA.

Regards,

Harold Barr
President
Barr Tell USA, Inc.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521
Office Tel: 212 226-4420 x 1018
Direct Tel: 516 708-0111
Fax: 212 812 6405
Email: hb@bartell.com

TO: **Contract Management**
E-mail Address - m41654@att.com
OR
Fax: 1-214-712-5792

DATE: September 15, 2021

RE: Request to Initiate Negotiations

Director – Interconnection Agreements:

Pursuant to Sections 251 & 252 of the Telecommunications Act of 1996, BARR TELL USA LLC, ("Carrier") desires to begin the negotiations process to reach a mutually acceptable (Insert an "X" in the applicable block of the matrix)

TYPE OF INTERCONNECTION AGREEMENT	INITIAL NEGOTIATION	RENEGOTIATION
CLEC INTERCONNECTION	X	
CLEC RESALE ONLY		
PAGING		
WIRELESS (CMRS)		
COMMERCIAL AGREEMENT:		

with AT&T in the state(s) of (check all that apply) ☐ Alabama ☐ Arkansas ☐ California ☐ Florida
☐ Georgia ☐ Illinois ☐ Indiana ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Michigan
☐ Mississippi ☐ Missouri ☐ Nevada ☐ North Carolina ☒ **XX Ohio** ☐ Oklahoma ☐ South Carolina
☐ Tennessee ☐ Texas ☐ Wisconsin or ☐ All 21-States

Fill in the **required** information below.

Carrier's Notice Contact information:

NAME	Harold Barr
TITLE	President
STREET ADDRESS	218 East Park Ave.
ROOM OR SUITE	Suite 522
CITY, STATE, ZIP CODE	Long Beach, NY 11561-3521
E-MAIL ADDRESS	hb@barrtell.com
TELEPHONE NUMBER	516 708-0111
FACSIMILE NUMBER	212 812 6405
STATE OF INCORPORATION	Ohio
ENTITY TYPE	Limited Liability Company

Carrier's Principal Address: (if different from Notice Contact Address)

STREET ADDRESS	218 East Park Ave.
ROOM OR SUITE	Suite 522
CITY, STATE, ZIP CODE	Long Beach, NY 11561-3521

Signatory information: (Person who will be responsible for signing the agreement)

NAME	Harold Barr
TITLE	President
E-MAIL ADDRESS	hb@barrtell.com
TELEPHONE NUMBER	516 708-0111

PLEASE NOTE: CARRIER UNDERSTANDS THAT ANY TRAFFIC EXCHANGED PURSUANT TO ANY OF THE ABOVE REFERENCED AGREEMENTS WILL BE TELEPHONE EXCHANGE SERVICE AND/OR EXCHANGE ACCESS.

Authorized Carrier Representative:

Printed Name: Harold Barr

Title: President

Contact number: 516 708-0111

Email address: hb@barrtell.com

NOTE to Carrier: AT&T will be requesting the following documentation:

For CLEC Interconnection and Resale Only, enclose current **proof of certification** for **each state requested**, as required by the State Commission(s).

For Paging and Wireless Agreements, enclose documentation as required by the FCC.

Enclose **documentation from iconectiv** as confirmation of ACNA.

Enclose **documentation from NECA** as confirmation of OCN(s).

Enclose **verification** of type of entity and current registration with Secretary of State. Please note that the name on the Secretary of State registration must match the name on the State Commission certification (CPCN) or the FCC license in order for AT&T to execute the agreement.

Enclose certificate(s) of insurance (certificate must state the type(s) of insurance and policy limits).

AT&T will formally reply in writing to this request.

All requested information is required. Failure to provide accurate and complete information will result in a delay in processing your request. To the extent Carrier is not yet certificated as required in a particular state, it must provide proof of certification or FCC license, as applicable, before AT&T can prepare the Agreement for signature.

Elisabeth Thompson

Common Language Information Services

t: 732.699.3199 c: 865.356.5009

ethompson@iconectiv.com | iconectiv.com

August 10, 2021

Dear Harold Barr,

This letter confirms the IAC Code assigned to Barr Tell Usa, Inc.Networks.

Code	BAA
Company Name	Barr Tell Usa, Inc.
City	LONG BEACH
State/Province	NY
Country	UNITED STATES
Requestor Name	HAROLD BARR
Requestor Phone	212-226-9912
Requestor Company Code	BAA
Remarks	10/24/01 - Creator code provided
Code Status	Active
Date Created	10-24-2001
Date Changed	10-24-2001

If you have any questions, please contact the Common Language General Code Administrator on (732) 699-3199 or at ethompson@iconetiv.com.

Sincerely,
Elisabeth Thompson

WINDSTREAM OHIO

----- Forwarded message -----

From: **Terry, Scott A** <Scott.A.Terry@windstream.com>
Date: Sun, Sep 19, 2021 at 10:07 PM
Subject: RE: New Interconnection Agreement question-Ohio
To: Hal Barr <hb@barrtell.com>

Windstream has 2 ILECs in Ohio, - Windstream Western Reserve, LLC and Windstream Ohio, LLC.

Attached is the latest information request form to complete and return to me.

Scott

Sensitivity: Internal

From: Hal Barr <hb@barrtell.com>
Sent: Friday, September 17, 2021 8:27 AM
To: Terry, Scott A <Scott.A.Terry@windstream.com>
Subject: New Interconnection Agreement question-Ohio

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

It's been a couple years and I hope you are well. I've attached a letter which is a formal Request for an ICA in the State of Ohio. I needed to write formally because I will include a copy of this letter in my Application to the Public Utility Commission.

Please let me hear from you ASAP. I shall look forward to working with you once again.

Regards,

Harold Barr
President
Barr Tell USA, Inc.
218 East Park Ave., Suite 522
Long Beach, NY 11561-3521
Tel: 212 226-4420 x 1018
Direct: 516 708-0111
Fax: 212 812-6405
email: hb@barrtell.com



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

September 17, 2021

Scott Terry
Interconnection Manager
Windstream Sugar Land, Inc.
4001 Rodney Parham Rd.
Mailstop: 1170 B1F2-1221A
Little Rock, AR 72212
Tel: 501 748-5397
Fax: 501 748-6583
E Mail: scott.a.terry@windstream.com

Re: Negotiation of a new Inter-
-connection Agreement for Barr
Tell USA, in the State of Ohio

Dear Mr. Terry:

I'm writing for a couple of reasons. The first item I need to know is if you are still handling negotiations for new Interconnection Agreements? Second, whether Windstream has an ILEC operations in the state of Ohio?

I am in the process of submitting an Application to the Public Utility Commission of Ohio (PUCO) for CLEC Authority and I'm writing to formally request that we begin the negotiation process for a new ICA for Barr Tell.

If the answers to the above questions are affirmative, please send me the latest Request form or whatever documentation is necessary to start this procedure.

I look forward to working with you again.

A handwritten signature in black ink, appearing to read "Harold Barr", with a stylized flourish at the end.

Harold Barr,
President

"Transcending the Telecom Bar"

EXHIBIT 7

DOCUMENTATION ATTESTING TO PROPOSED INTERACTIONS WITH CUSTOMERS

EXHIBIT 7-a	EXPLANATION OF REQUIRED PAYMENTS
EXHIBIT 7-b	CUSTOMERS EXPLANATION OF REQUIRED PAYMENTS
EXHIBIT 7-c	SERVICE ORDER FORM
EXHIBIT 7-d	DISCONNECTION NOTICE (Suspension of Service)
EXHIBIT 7-e	LETTER OF AUTHORIZATION

EXHIBIT 7-a
CUSTOMER BILL & EXPLANATION OF REQUIRED PAYMENTS

BARR TELL USE will examine each customer's credit and liabilities and will determine each customer's payment requirements separately on an individual case basis. The rates will be based on each customer's needs and Applicant's cost to provide each customer's services. In most cases Barr Tell does not intend to collect advance payments or deposits

EXHIBIT 7-b
DESCRIPTION OF THE CLASS OF CUSTOMER & BILLING

Applicant intends to serve primarily business customers. Applicant does not intend to market to residential customers.

CUSTOMER BILLING EXHIBIT 7(b)(1)

BARR TELL has not yet developed an appropriate or specific billing format for Ohio customers since each of the Applicants' customers will be Invoiced on an individual case basis.

However, BARR TELL will comply with the applicable federal and state billing requirements including the notice required by 4901:1-6-17(B) of the PUCO rules (Truth in billing requirements).

EXHIBIT 7-c
SERVICE ORDER FORM



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

Service Order

Date:

Order Type: New

Prepared For:

Term:

Contact:

Email:

Description:

Prepared By:

POP location:

One-Time setup Charges	Quantity	Unit Price	Cost USD
NRC Setup Charges	1	\$0.00	\$0.00

Monthly Service Charges (NEW)	Quantity	Unit Price	Cost USD
-			
		Subtotal	

Monthly Service Charges (REVISED)	Quantity	Unit Price	Cost USD
N/A	0	\$0.00	\$0.00
			\$0.00
		Subtotal	\$0.00

Monthly Service Charges (UNCHANGED)	Quantity	Unit Price	Cost USD
N/A	0	\$0.00	\$0.00
			\$0.00
		Subtotal	\$0.00

Total Monthly Recurring Services Charges	Total	\$
--	-------	----

Additional Terms

Customer is responsible for ordering any cross connects and /or alternate access carrier monthly and non-recurring charges.

Initial Payment	Setup	Total Due*
-----------------	-------	------------

*Payable upon signing

Client Signature _____ Date _____

Company Name _____

Name & Title (Please Print)

Contact email _____

Service Order is not binding without an authorized signature together with an approved Master Service Agreement.
This Order is valid for (30) days. Service and prices subject to change without notice. This Order is confidential information.



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

Payment Information

Company Name _____

Credit Card (circle one) Visa MC AmEx

Other (describe): _____

Purchase Order # _____ (attached)

Check # _____ (attached)

For Credit Card Orders:

Credit Card Number _____

Expiration Date: _____

CVC Code: (3-digit code on the back of Visa and M/C Cards) : _____
(4-digit code on the front of American Express Card) (CVC#)

Cardholder's Name: _____

Billing Address: _____

Cardholder's Signature: _____

Please check below that represents which services you will be using:

_____ I hereby authorize Barr Tell USA to charge the credit card above, on a monthly basis, for services rendered.

_____ I hereby authorize Barr Tell USA to charge the credit card above one-time only, for services rendered, in the amount of \$_____.
Please invoice after initial payment.

Billing Contact

Email:

EXHIBIT 7-d
DISCONNECTION NOTICE

NOTICE OF SERVICE SUSPENSION

To: ABC Co
123 Main St
XYZ, Oh

Account #

IMPORTANT NOTICE

Although we enjoy providing and serving you with your telecom needs, unfortunately, we have not received your payment and the amount overdue is now \$_____.

Since your account is now seriously past due; please remit payment immediately. If you have any issues regarding your account, please contact our Customer Service and/or Billing department. We will try and assist you in resolving any issue in a timely manner.

However, if we do not hear from you in the next 24 hours we will regretfully be suspending your service(s)

If payment has already been made, please disregard this Notice

If you have a complaint in regard to this disconnection notice or you feel this matter cannot be resolved after you've contacted Barr Tell; Customers may contact the Ohio Public Utilities Commission (PUCO), toll free at 1-800-686-7826 or for TTY toll free at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays,

Please also note: If your service is suspended you will have to pay a reconnection charge.

Please let us hear from you as soon as possible!

Barr Tell USA - Customer Service
Tel: 866-948-6216
Email: supoort@barrtell.com



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

LETTER OF AUTHORIZATION

Date: __/__/__

Port number to: (Barr Tell Account ID) _____

For new accounts, enter "New"

Existing Billing Information:

Company Name: _____ State Incorporated: _____
Contact Title: _____ First Name _____ last name: _____

Billing Address: _____
City: _____ State: _____ Zip Code : _____
Main Business Phone #: _____ - _____ Tax ID: _____ - _____
Email Address: _____

Existing Line Information:

Billing Telephone Number :(_____) - _____ .
Is this a Full or Partial port*? FULL PORT _____ PARTIAL PORT _____

*Full port means porting all phone numbers currently with the old carrier vs partial is when you only port some of the numbers while leaving some with the old carrier. For partial ports you may also need to inform existing provider of required action for any remaining telephone numbers.

Current Carrier: _____ Current Account number _____
If porting TN from Cable provider: _____
Current Service Address _____ City: _____ State: _____ Zip: _____

Do you currently have DSL or any type of internet connectivity on any phone line included in this port? YES NO.

“Transcending the Telecom Bar”



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Tel. 1.212.226.4420

Fax 1.212.812.6405

Note: When porting a number being provided on DSL you may lose your DSL service once the number is ported. This does not apply to customers using Cable Internet services.

Phone Numbers to be ported:

Note: PIN is required when porting TNs from wireless carriers

Phone #: () -

Phone #: () -

Phone #: () -

Phone #: () -

Phone #: () -

If your original or current carrier has your long distance service "locked in" you must notify the carrier to remove the lock. This is known as a Primary Interexchange Carrier or PIC and if the LD portion locked to that carrier it's also called a 'PIC Freeze'.

If a PIC Freeze is encountered during the porting process, then no Firm Order Commitment (or FOC) date will be provided and someone will contact the current carrier or record to have the freeze removed (this will delay porting of the TN).

Porting process:

As soon as we receive this form and a copy of your most recent phone bill, we will begin the process of porting your number, which can take up to 30 business days.

Porting disclaimer:

We cannot always guarantee the successful porting of phone numbers. We provide this as a service to our customers with the understanding that the customer is responsible for the any payment of their existing service. This is under any and all circumstances, regardless whether the requested TN number has been ported or not.

By signing this form, I acknowledge that I have read, I understand and I agree to be bound by all the terms and conditions as set forth in the Barr Tell LLC terms and conditions agreement. By submitting this application, I also authorize Barr Tell LLC to port my existing number to their service. This in in addition to certifying that you have read, understand and accept this disclaimer's terms and conditions, both expressed and implied, without exception. Barr Tell LLC makes no express warranty regarding the Service and disclaims any implied warranty including any warranty of merchantability or of merchantability or fitness for a particular purpose.

"Transcending the Telecom Bar"



212 East Park Ave., Suite 522, Long Beach, NY 11561

Tel. 1.212.226.4420

Fax 1.212.812.6405

By signing below, I designate Barr Tell LLC and/or its designated agent to transfer my service from my current provider to Barr Tell LLC. By signing below, I also authorize Barr Tell LLC (or its designated agent) to transfer my current telephone number used to provide service so that Barr Tell LLC may provide its service to me.

In addition, by signing below, I also authorize Barr Tell LLC (or its designated agent) to obtain billing information, customer service records and other relevant network information required to provide me with Barr Tell's service. I understand that I may consult with Barr Tell LLC as to whether any fee will apply to the change.

By: _____
Customer Signature
Print Name & Title: _____

Date: _____

PLEASE FAX OR EMAIL THIS SIGNED LOA TO:
212-812-6405

“Transcending the Telecom Bar”

EXHIBIT 8

LIST OF OHIO ILEC EXCHANGES - TELECOM LOCAL SERVICE MARKET AREA

(Attached Excel spread sheet – Proposed ILEC Marketing Area)

11/13/2021

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Company Name: Barr Tell USA, LLC
dba: Barr Tell USA, LLC
License Number:

*Select All AT&T Ohio**/ Telephone dba CenturyLink**Select All Frontier North**Select All Cincinnati Bell*

Indicate Proposed Market Area (PMA) by putting an "X" in appropriate

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	X
Arthur Mutual	PAULDING	Arthur	X
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X
AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X
AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X
AT&T Ohio	CUYAHOGA	Terrace	X
AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomington	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomington	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	Washington Court House	X
AT&T Ohio	FRANKLIN	Alton	X
AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GALLIA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GEAUGA	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X
AT&T Ohio	GREENE	Jamestown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X
AT&T Ohio	HIGHLAND	Danville [HIG]	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HIGHLAND	Sugar Tree Ridge	X
AT&T Ohio	HOCKING	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	JEFFERSON	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X
AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Ironton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X
AT&T Ohio	MONROE	Woodsfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	Miamisburg-W.Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X
AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X
AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Corning	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

AT&T Ohio	PERRY	Roseville	X
AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartville	X
AT&T Ohio	STARK	Louisville	X
AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X
AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutten	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X
Ayersville	DEFIANCE	Ayersville	X
Bascom Mutual	SENECA	Bascom	X
Benton Ridge	HANCOCK	Benton Ridge	X
Benton Ridge	HENRY	New Bavaria	X
Benton Ridge	PUTNAM	North Creek	X
Buckland	AUGLAIZE	Buckland	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

CC&S Telco	WILLIAMS	Cooney	X
CenturyTel dba	ERIE	Birmingham	X
CenturyTel dba	ERIE	Vermilion	X
CenturyTel dba	LORAIN	Amherst	X
CenturyTel dba	LORAIN	Avon	X
CenturyTel dba	LORAIN	Avon Lake	X
CenturyTel dba	LORAIN	Lorain	X
Champaign	CHAMPAIGN	Terre Haute	X
Champaign	CHAMPAIGN	Urbana	X
Chillicothe	ROSS	Bainbridge [ROS]	X
Chillicothe	ROSS	Bourneville	X
Chillicothe	ROSS	Chillicothe	X
Chillicothe	ROSS	Clarksburg	X
Chillicothe	ROSS	Frankfort	X
Chillicothe	ROSS	Hallsville	X
Chillicothe	ROSS	Kingston	X
Chillicothe	ROSS	Londonderry	X
Chillicothe	ROSS	Massieville	X
Chillicothe	ROSS	Richmondale	X
Cincinnati Bell	BUTLER	Bethany-West Chester	X
Cincinnati Bell	BUTLER	Hamilton	X
Cincinnati Bell	BUTLER	Reily	X
Cincinnati Bell	BUTLER	Seven Mile	X
Cincinnati Bell	BUTLER	Shandon	X
Cincinnati Bell	CLERMONT	Bethel	X
Cincinnati Bell	CLERMONT	Clermont	X
Cincinnati Bell	CLERMONT	Little Miami	X
Cincinnati Bell	CLERMONT	Newtonsville	X
Cincinnati Bell	CLERMONT	Williamsburg	X
Cincinnati Bell	HAMILTON	Cincinnati	X
Cincinnati Bell	HAMILTON	Harrison	X
Columbus Grove	PUTNAM	Columbus Grove	X
Conneaut	ASHTABULA	Conneaut	X
Continental	PAULDING	Grover Hill	X
Continental	PUTNAM	Continental	X
Continental	PUTNAM	Miller City	X
Doylestown	WAYNE	Doylestown	X
Farmers Mutual	HENRY	Okolona	X
Fort Jennings	PUTNAM	Fort Jennings	X
Frontier North	ADAMS	Manchester [ADA]	X
Frontier North	ADAMS	Peebles	X
Frontier North	ADAMS	Seaman	X
Frontier North	ADAMS	West Union	X
Frontier North	ALLEN	Spencerville	X
Frontier North	ASHLAND	Ashland	X
Frontier North	ASHLAND	Hayesville	X
Frontier North	ASHLAND	Loudonville	X
Frontier North	ASHLAND	Perrysville	X
Frontier North	ASHLAND	Polk	X
Frontier North	ASHLAND	Redhaw	X
Frontier North	ASHLAND	Savannah	X
Frontier North	ATHENS	Albany	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Frontier North	ATHENS	Amesville	X
Frontier North	ATHENS	Athens	X
Frontier North	ATHENS	Guysville	X
Frontier North	ATHENS	New Marshfield	X
Frontier North	ATHENS	Shade	X
Frontier North	ATHENS	The Plains	X
Frontier North	AUGLAIZE	Minster	X
Frontier North	AUGLAIZE	New Bremen	X
Frontier North	AUGLAIZE	St. Marys	X
Frontier North	BELMONT	Flushing	X
Frontier North	BROWN	Decatur	X
Frontier North	BROWN	Georgetown	X
Frontier North	BROWN	Hamersville	X
Frontier North	BROWN	Higginsport	X
Frontier North	BROWN	Mount Orab	X
Frontier North	BROWN	Russellville	X
Frontier North	BROWN	Sardinia	X
Frontier North	BUTLER	Morning Sun	X
Frontier North	BUTLER	Oxford	X
Frontier North	CARROLL	Carrollton	X
Frontier North	CARROLL	Dellroy	X
Frontier North	CARROLL	Harlem Springs	X
Frontier North	CARROLL	Malvern	X
Frontier North	CARROLL	Mechanicstown	X
Frontier North	CHAMPAIGN	Mechanicsburg	X
Frontier North	CHAMPAIGN	Woodstock	X
Frontier North	CLARK	Catawba	X
Frontier North	CLERMONT	Felicity	X
Frontier North	CLINTON	Blanchester	X
Frontier North	CLINTON	Clarksville	X
Frontier North	CLINTON	Martinsville	X
Frontier North	CLINTON	New Burlington	X
Frontier North	CLINTON	New Vienna	X
Frontier North	CLINTON	Port William	X
Frontier North	CLINTON	Sabina	X
Frontier North	CLINTON	Wilmington	X
Frontier North	COLUMBIANA	East Rochester	X
Frontier North	COLUMBIANA	Hanoverton	X
Frontier North	COLUMBIANA	North Georgetown	X
Frontier North	COLUMBIANA	Winona	X
Frontier North	COSHOCTON	Cooperdale	X
Frontier North	COSHOCTON	Warsaw	X
Frontier North	CRAWFORD	Crestline	X
Frontier North	CRAWFORD	Galion	X
Frontier North	CRAWFORD	New Washington	X
Frontier North	DARKE	North Star	X
Frontier North	DARKE	Yorkshire	X
Frontier North	DEFIANCE	Hicksville	X
Frontier North	DEFIANCE	Ney	X
Frontier North	DELAWARE	Ashley	X
Frontier North	DELAWARE	Cheshire Center	X
Frontier North	DELAWARE	Delaware	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Frontier North	DELAWARE	Kilbourne	X
Frontier North	DELAWARE	Ostrander	X
Frontier North	DELAWARE	Radnor	X
Frontier North	DELAWARE	Rathbone	X
Frontier North	ERIE	Berlin Heights	X
Frontier North	ERIE	Huron	X
Frontier North	ERIE	Kelleys Island	X
Frontier North	ERIE	Milan	X
Frontier North	FAIRFIELD	Amanda	X
Frontier North	FAIRFIELD	Baltimore	X
Frontier North	FAIRFIELD	Bremen	X
Frontier North	FAIRFIELD	Millersport	X
Frontier North	FAIRFIELD	Pleasantville	X
Frontier North	FULTON	Fayette	X
Frontier North	GUERNSEY	Byesville	X
Frontier North	GUERNSEY	Cambridge	X
Frontier North	HANCOCK	Arlington	X
Frontier North	HANCOCK	Jenera	X
Frontier North	HANCOCK	McComb	X
Frontier North	HANCOCK	Mount Blanchard	X
Frontier North	HANCOCK	Rawson	X
Frontier North	HANCOCK	Van Buren	X
Frontier North	HARDIN	Forest	X
Frontier North	HARRISON	Bowerston	X
Frontier North	HARRISON	Cadiz	X
Frontier North	HARRISON	Freeport	X
Frontier North	HARRISON	Jewett	X
Frontier North	HARRISON	Scio	X
Frontier North	HIGHLAND	Greenfield	X
Frontier North	HIGHLAND	Leesburg	X
Frontier North	HIGHLAND	Lynchburg	X
Frontier North	HIGHLAND	Mowrystown	X
Frontier North	HIGHLAND	Sinking Spring	X
Frontier North	HOCKING	Laurelville	X
Frontier North	HOCKING	Logan	X
Frontier North	HOLMES	Berlin	X
Frontier North	HOLMES	Lakeville	X
Frontier North	HURON	Bellevue	X
Frontier North	HURON	Greenwich	X
Frontier North	HURON	Monroeville	X
Frontier North	HURON	New London	X
Frontier North	HURON	Norwalk	X
Frontier North	HURON	Wakeman	X
Frontier North	HURON	Willard	X
Frontier North	JACKSON	Jackson	X
Frontier North	JACKSON	Oak Hill	X
Frontier North	JACKSON	Wellston	X
Frontier North	JEFFERSON	Adena	X
Frontier North	JEFFERSON	Amsterdam	X
Frontier North	JEFFERSON	Bergholz	X
Frontier North	JEFFERSON	Brilliant	X
Frontier North	JEFFERSON	Dillonvale-Mt. Pleasant	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Frontier North	JEFFERSON	Knoxville	X
Frontier North	JEFFERSON	Richmond	X
Frontier North	JEFFERSON	Smithfield	X
Frontier North	JEFFERSON	Tiltsville	X
Frontier North	LAWRENCE	Chesapeake	X
Frontier North	LORAIN	Grafton	X
Frontier North	LORAIN	North Eaton	X
Frontier North	LORAIN	Oberlin	X
Frontier North	LORAIN	Wellington	X
Frontier North	LUCAS	Curtice-Oregon	X
Frontier North	LUCAS	Sylvania	X
Frontier North	MADISON	Resaca	X
Frontier North	MARION	Green Camp	X
Frontier North	MARION	Larue	X
Frontier North	MARION	Marion	X
Frontier North	MARION	Morral	X
Frontier North	MARION	Prospect	X
Frontier North	MARION	Waldo	X
Frontier North	MEDINA	Brunswick	X
Frontier North	MEDINA	Chatham	X
Frontier North	MEDINA	Homerville	X
Frontier North	MEDINA	Lodi	X
Frontier North	MEDINA	Medina	X
Frontier North	MEDINA	Seville	X
Frontier North	MEDINA	Sharon Center	X
Frontier North	MEDINA	Spencer	X
Frontier North	MEDINA	Valley City	X
Frontier North	MEDINA	Wadsworth	X
Frontier North	MEDINA	Westfield Center	X
Frontier North	MEIGS	Letart Falls	X
Frontier North	MEIGS	Pomeroy	X
Frontier North	MEIGS	Portland	X
Frontier North	MERCER	Celina	X
Frontier North	MERCER	Coldwater	X
Frontier North	MERCER	Fort Recovery	X
Frontier North	MERCER	Maria Stein	X
Frontier North	MERCER	Mendon	X
Frontier North	MIAMI	Laura	X
Frontier North	MIAMI	Tipp City	X
Frontier North	MIAMI	Troy	X
Frontier North	MIAMI	West Milton	X
Frontier North	MONTGOMERY	Brookville	X
Frontier North	MONTGOMERY	Englewood	X
Frontier North	MONTGOMERY	Farmersville	X
Frontier North	MONTGOMERY	Liberty	X
Frontier North	MONTGOMERY	New Lebanon	X
Frontier North	MONTGOMERY	Phillipsburg	X
Frontier North	MONTGOMERY	Trotwood	X
Frontier North	MUSKINGUM	New Concord	X
Frontier North	NOBLE	Caldwell	X
Frontier North	NOBLE	Dexter City	X
Frontier North	NOBLE	Summerfield	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Frontier North	OTTAWA	Elmore	X
Frontier North	OTTAWA	Genoa	X
Frontier North	OTTAWA	Marblehead	X
Frontier North	OTTAWA	Oak Harbor	X
Frontier North	OTTAWA	Port Clinton	X
Frontier North	OTTAWA	Put-In-Bay	X
Frontier North	PAULDING	Antwerp	X
Frontier North	PAULDING	Payne	X
Frontier North	PICKAWAY	Ashville	X
Frontier North	PICKAWAY	Circleville	X
Frontier North	PICKAWAY	Williamsport	X
Frontier North	PIKE	Beaver	X
Frontier North	PIKE	Idaho	X
Frontier North	PIKE	Piketon	X
Frontier North	PIKE	Waverly	X
Frontier North	PORTAGE	Garrettsville	X
Frontier North	PREBLE	Gratis	X
Frontier North	PREBLE	Lewisburg	X
Frontier North	PREBLE	West Alexandria	X
Frontier North	RICHLAND	Plymouth	X
Frontier North	SANDUSKY	Clyde	X
Frontier North	SANDUSKY	Gibsonburg	X
Frontier North	SANDUSKY	Helena	X
Frontier North	SCIOTO	Portsmouth	X
Frontier North	SENECA	Attica	X
Frontier North	SENECA	Bettsville	X
Frontier North	SENECA	Bloomville	X
Frontier North	SENECA	Republic	X
Frontier North	STARK	Beach City	X
Frontier North	STARK	Brewster	X
Frontier North	STARK	Minerva	X
Frontier North	STARK	Paris	X
Frontier North	STARK	Wilmot	X
Frontier North	SUMMIT	Montrose [SUM]	X
Frontier North	TUSCARAWAS	Baltic	X
Frontier North	TUSCARAWAS	Bolivar	X
Frontier North	TUSCARAWAS	Mineral City	X
Frontier North	TUSCARAWAS	New Philadelphia	X
Frontier North	TUSCARAWAS	Strasburg	X
Frontier North	TUSCARAWAS	Sugarcreek	X
Frontier North	UNION	Plain City	X
Frontier North	UNION	Richwood	X
Frontier North	VAN WERT	Convoy	X
Frontier North	VAN WERT	Ohio City	X
Frontier North	VAN WERT	Scott	X
Frontier North	VAN WERT	Willshire-Wren	X
Frontier North	VINTON	McArthur	X
Frontier North	VINTON	Wilkesville	X
Frontier North	WASHINGTON	Barlow	X
Frontier North	WASHINGTON	Beverly	X
Frontier North	WASHINGTON	Lowell	X
Frontier North	WASHINGTON	Lower Salem	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Frontier North	WASHINGTON	Watertown	X
Frontier North	WAYNE	Burbank	X
Frontier North	WAYNE	Congress	X
Frontier North	WAYNE	Creston	X
Frontier North	WAYNE	West Salem	X
Frontier North	WILLIAMS	Bryan	X
Frontier North	WILLIAMS	Edgerton	X
Frontier North	WILLIAMS	Edon	X
Frontier North	WILLIAMS	Evansport	X
Frontier North	WILLIAMS	Montpelier	X
Frontier North	WILLIAMS	Pioneer	X
Frontier North	WILLIAMS	West Unity	X
Frontier North	WOOD	Bowling Green	X
Frontier North	WOOD	Grand Rapids	X
Frontier North	WOOD	Haskins-Tontogany	X
Frontier North	WOOD	North Baltimore	X
Frontier North	WOOD	Pemberville	X
Frontier North	WOOD	Wayne-Bradner	X
Frontier North	WOOD	Weston	X
Frontier North	WYANDOT	Carey	X
Frontier North	WYANDOT	Harpster	X
Frontier North	WYANDOT	Nevada	X
Frontier North	WYANDOT	Wharton	X
Germantown	MONTGOMERY	Germantown	X
Glandorf	PUTNAM	Glandorf	X
Kalida	PUTNAM	Kalida	X
Little Miami	BROWN	Fayetteville	X
Little Miami	WARREN	Butlerville	X
McClure	HENRY	McClure	X
Middle Point	VAN WERT	Middle Point	X
Minford	SCIOTO	Minford	X
New Knoxville	AUGLAIZE	New Knoxville	X
Nova	ASHLAND	Nova	X
Nova	ASHLAND	Sullivan	X
Oakwood	PAULDING	Oakwood	X
Orwell	ASHTABULA	Colebrook	X
Orwell	ASHTABULA	Orwell	X
Orwell	ASHTABULA	Windsor	X
Orwell	HANCOCK	Mount Cory	X
Orwell	PUTNAM	Belmore	X
Orwell	PUTNAM	Gilboa	X
Orwell	PUTNAM	Leipsic	X
Orwell	PUTNAM	Pandora	X
Orwell	TRUMBULL	North Bloomfield	X
Ottoville Mutual	PUTNAM	Cloverdale	X
Ottoville Mutual	PUTNAM	Ottoville	X
Pattersonville	CARROLL	Pattersonville	X
Ridgeville	HENRY	Ridgeville Corners	X
Sherwood Mutual	DEFIANCE	Sherwood	X
Sycamore	SENECA	McCutcheonville	X
Sycamore	SENECA	Melmore	X
Sycamore	WYANDOT	Sycamore	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Telephone	AUGLAIZE	Cridersville	X
Telephone	AUGLAIZE	Wapakoneta	X
United of Indiana	DARKE	Union City	X
United Telephone	ALLEN	Beaverdam	X
United Telephone	ALLEN	Bluffton	X
United Telephone	ALLEN	Cairo	X
United Telephone	ALLEN	Delphos	X
United Telephone	ALLEN	Elida	X
United Telephone	ALLEN	Gomer	X
United Telephone	ALLEN	Lafayette	X
United Telephone	ALLEN	Lima	X
United Telephone	ALLEN	Westminster	X
United Telephone	ASHTABULA	Andover	X
United Telephone	ASHTABULA	Jefferson	X
United Telephone	ASHTABULA	New Lyme	X
United Telephone	ATHENS	Glouster	X
United Telephone	AUGLAIZE	Waynesfield	X
United Telephone	CHAMPAIGN	North Lewisburg	X
United Telephone	CHAMPAIGN	Rosewood	X
United Telephone	CRAWFORD	Bucyrus	X
United Telephone	CRAWFORD	Chatfield	X
United Telephone	CRAWFORD	Lykens	X
United Telephone	CRAWFORD	New Winchester	X
United Telephone	DARKE	Ansonia	X
United Telephone	DARKE	Arcanum	X
United Telephone	DARKE	Bradford	X
United Telephone	DARKE	Gettysburg	X
United Telephone	DARKE	Greenville	X
United Telephone	DARKE	Hollansburg	X
United Telephone	DARKE	New Madison	X
United Telephone	DARKE	Rosburg	X
United Telephone	DARKE	Versailles	X
United Telephone	DEFIANCE	Defiance	X
United Telephone	DEFIANCE	Jewell	X
United Telephone	DELAWARE	Sunbury	X
United Telephone	FULTON	Archbold	X
United Telephone	FULTON	Lyons	X
United Telephone	FULTON	Metamora	X
United Telephone	FULTON	Swanton	X
United Telephone	FULTON	Wauseon	X
United Telephone	HARDIN	Ada	X
United Telephone	HARDIN	Alger	X
United Telephone	HARDIN	Dunkirk	X
United Telephone	HARDIN	Mount Victory	X
United Telephone	HARDIN	Ridgeway	X
United Telephone	HENRY	Deshler	X
United Telephone	HENRY	Florida	X
United Telephone	HENRY	Gerald	X
United Telephone	HENRY	Grelton-Malinta	X
United Telephone	HENRY	Hamler	X
United Telephone	HENRY	Holgate	X
United Telephone	HENRY	Liberty Center	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

United Telephone	HENRY	Napoleon	X
United Telephone	HOLMES	Big Prairie	X
United Telephone	HOLMES	Glenmont	X
United Telephone	HOLMES	Holmesville	X
United Telephone	HOLMES	Killbuck	X
United Telephone	HOLMES	Millersburg	X
United Telephone	HOLMES	Nashville	X
United Telephone	KNOX	Centerburg	X
United Telephone	KNOX	Danville [KNO]	X
United Telephone	KNOX	Fredericktown	X
United Telephone	KNOX	Gambier	X
United Telephone	KNOX	Martinsburg	X
United Telephone	KNOX	Mount Vernon	X
United Telephone	LICKING	Alexandria	X
United Telephone	LICKING	Croton	X
United Telephone	LICKING	Hebron	X
United Telephone	LICKING	Johnstown	X
United Telephone	LICKING	Pataskala	X
United Telephone	LICKING	Utica-Homer	X
United Telephone	LOGAN	Belle Center	X
United Telephone	LOGAN	Bellefontaine	X
United Telephone	LOGAN	De Graff	X
United Telephone	LOGAN	East Liberty	X
United Telephone	LOGAN	Huntsville	X
United Telephone	LOGAN	Rushsylvania	X
United Telephone	LOGAN	Russells Point	X
United Telephone	LOGAN	West Liberty	X
United Telephone	LOGAN	West Mansfield	X
United Telephone	LUCAS	Richfield Center-Berkey	X
United Telephone	LUCAS	Waterville	X
United Telephone	MAHONING	Berlin Center	X
United Telephone	MAHONING	Damascus	X
United Telephone	MAHONING	North Benton	X
United Telephone	MARION	Caledonia	X
United Telephone	MERCER	Rockford	X
United Telephone	MORGAN	Chesterhill	X
United Telephone	MORGAN	McConnelsville	X
United Telephone	MORGAN	Pennsville	X
United Telephone	MORGAN	Reinersville-Hackney	X
United Telephone	MORGAN	Stockport	X
United Telephone	MORROW	Cardington	X
United Telephone	MORROW	Chesterville	X
United Telephone	MORROW	Johnsville	X
United Telephone	MORROW	Marengo	X
United Telephone	MORROW	Mount Gilead	X
United Telephone	MUSKINGUM	Adamsville	X
United Telephone	MUSKINGUM	Frazesburg	X
United Telephone	PERRY	Crooksville	X
United Telephone	PERRY	Junction City	X
United Telephone	PICKAWAY	Mount Sterling	X
United Telephone	PORTAGE	Lake Milton	X
United Telephone	PORTAGE	Wayland	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

United Telephone	PORTAGE	Windham	X
United Telephone	PREBLE	Camden	X
United Telephone	PREBLE	Eaton	X
United Telephone	PREBLE	Eldorado	X
United Telephone	PREBLE	New Paris	X
United Telephone	PREBLE	West Manchester	X
United Telephone	PUTNAM	Ottawa	X
United Telephone	RICHLAND	Adario	X
United Telephone	RICHLAND	Bellville	X
United Telephone	RICHLAND	Butler	X
United Telephone	RICHLAND	Lexington	X
United Telephone	RICHLAND	Lucas	X
United Telephone	RICHLAND	Mansfield	X
United Telephone	RICHLAND	Shelby	X
United Telephone	RICHLAND	Shiloh	X
United Telephone	SANDUSKY	Woodville	X
United Telephone	SENECA	Green Springs	X
United Telephone	SENECA	Old Fort	X
United Telephone	SHELBY	Anna	X
United Telephone	SHELBY	Botkins	X
United Telephone	SHELBY	Fort Loramie	X
United Telephone	SHELBY	Jackson Center	X
United Telephone	SHELBY	Sidney	X
United Telephone	TRUMBULL	Bristolville	X
United Telephone	TRUMBULL	Cortland	X
United Telephone	TRUMBULL	Greene	X
United Telephone	TRUMBULL	Hartford	X
United Telephone	TRUMBULL	Johnston	X
United Telephone	TRUMBULL	Kinsman	X
United Telephone	TRUMBULL	Newton Falls	X
United Telephone	TRUMBULL	Warren	X
United Telephone	UNION	Byhalia	X
United Telephone	UNION	Magnetic Springs	X
United Telephone	UNION	Marysville	X
United Telephone	UNION	Milford Center	X
United Telephone	UNION	Raymond	X
United Telephone	UNION	York Center	X
United Telephone	VAN WERT	Van Wert	X
United Telephone	VAN WERT	Venedocia	X
United Telephone	WARREN	Lebanon	X
United Telephone	WARREN	Mason	X
United Telephone	WARREN	Morrow	X
United Telephone	WARREN	South Lebanon	X
United Telephone	WARREN	Waynesville	X
United Telephone	WASHINGTON	Bartlett	X
United Telephone	WAYNE	Apple Creek	X
United Telephone	WAYNE	Fredericksburg	X
United Telephone	WAYNE	Kidron	X
United Telephone	WAYNE	Marshallville	X
United Telephone	WAYNE	Orrville	X
United Telephone	WAYNE	Rittman	X
United Telephone	WAYNE	Shreve	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

United Telephone	WAYNE	Smithville	X
United Telephone	WAYNE	Sterling	X
United Telephone	WAYNE	Wooster	X
United Telephone	WILLIAMS	Stryker	X
United Telephone	WOOD	Bloomdale	X
United Telephone	WOOD	Cygnets	X
United Telephone	WOOD	Luckey	X
United Telephone	WOOD	Moline	X
United Telephone	WOOD	Portage	X
United Telephone	WOOD	Risingsun	X
United Telephone	WOOD	Stony Ridge	X
Vanlue	HANCOCK	Vanlue	X
Vaughnsville	PUTNAM	Vaughnsville	X
Wabash Mutual	MERCER	Wabash	X
Windstream Ohio	CHAMPAIGN	St. Paris	X
Windstream Ohio	FULTON	Chesterfield	X
Windstream Ohio	FULTON	Delta	X
Windstream Ohio	FULTON	Neapolis	X
Windstream Ohio	HARDIN	Kenton	X
Windstream Ohio	LICKING	Granville	X
Windstream Ohio	LICKING	Gratiot	X
Windstream Ohio	LICKING	Hanover-Marne	X
Windstream Ohio	LICKING	Newark	X
Windstream Ohio	LICKING	St. Louisville	X
Windstream Ohio	LORAIN	Columbia Station	X
Windstream Ohio	LORAIN	Elyria	X
Windstream Ohio	MIAMI	Covington	X
Windstream Ohio	MIAMI	Pleasant Hill	X
Windstream Ohio	PAULDING	Paulding	X
Windstream	ASHTABULA	Ashtabula	X
Windstream	ASHTABULA	Austinburg	X
Windstream	ASHTABULA	Dorset	X
Windstream	ASHTABULA	Geneva	X
Windstream	ASHTABULA	Kingsville	X
Windstream	ASHTABULA	Pierpont	X
Windstream	ASHTABULA	Rock Creek	X
Windstream	ASHTABULA	Trumbull	X
Windstream	ATHENS	Coolville	X
Windstream	BELMONT	Centerville [BEL]	X
Windstream	BELMONT	Morristown	X
Windstream	BELMONT	Powhatan Point	X
Windstream	GEAUGA	Bainbridge [GEA]	X
Windstream	GEAUGA	Chardon	X
Windstream	GEAUGA	East Claridon	X
Windstream	GEAUGA	Huntsburg	X
Windstream	GEAUGA	Middlefield	X
Windstream	GEAUGA	Montville	X
Windstream	GEAUGA	Newbury	X
Windstream	GEAUGA	Parkman	X
Windstream	GEAUGA	Russell	X
Windstream	GEAUGA	Thompson	X
Windstream	GUERNSEY	Cumberland	X

Proposed Market Area (PMA) for
CLECs Provision of Local Service

Windstream	GUERNSEY	Fairview	X
Windstream	GUERNSEY	Old Washington	X
Windstream	GUERNSEY	Quaker City	X
Windstream	HARRISON	Hopedale	X
Windstream	JEFFERSON	Bloomington	X
Windstream	LAKE	Madison	X
Windstream	LAKE	Perry	X
Windstream	MEDINA	Hinckley	X
Windstream	MEIGS	Chester	X
Windstream	PORTAGE	Aurora	X
Windstream	PORTAGE	Hiram	X
Windstream	SUMMIT	Hudson	X
Windstream	SUMMIT	Northfield	X
Windstream	SUMMIT	Peninsula	X
Windstream	SUMMIT	Richfield	X
Windstream	SUMMIT	Twinsburg	X
Windstream	TRUMBULL	Mesopotamia	X
Windstream	WASHINGTON	Little Hocking	X
X			

**This foregoing document was electronically filed with the Public Utilities
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in

Case No(s). 21-1193-TP-ACE

Summary: Application Case Number: 21-1193-TP-ACE is a new Application to expand the scope of Barr Tell's services from the original IXC Certificate Number 90-6452 that was granted on 10/28/2021 electronically filed by Mr. Harold Barr on behalf of Barr Tell USA, LLC